MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN FRANCISCO FIRE FIGHTERS UNION LOCAL 798, IAFF, AFL-CIO

AND

THE CITY AND COUNTY OF SAN FRANCISCO

July 1, 1995 to June 30, 1999

UNIT 2 (Uniform Ranks H-40 Battalion Chief and Above)

TABLE OF CONTENTS

SECTION 1 PREAMBLE 1

SECTION 2 RECOGNITION 1

SECTION 2.1 FUTURE CLASSES 1

SECTION 3 NO DISCRIMINATION 1

SECTION 4 DEFINITIONS 2

SECTION 5 UNION BUSINESS 3

SECTION 6 UNION SECURITY 3

SECTION 7 MEDIA RELATIONS 4

SECTION 8 BULLETIN BOARDS AND DISTRIBUTION OF MATERIALS 4

SECTION 9 SALARY 4

SECTION 9.1 PARITY 5

SECTION 10 RETIREMENT 5

SECTION 10.1 SUPPLEMENTAL DISABILITY BENEFIT 6

SECTION 11 HOURS 7

SECTION 12 OVERTIME COMPENSATION 8

SECTION 13 SENIORITY LIST 8

SECTION 14 DEFINITION OF SENIORITY 8

SECTION 15 ASSIGNMENTS AND TRANSFERS 8

SECTION 16 VACATION LEAVE 9

SECTION 17 HOLIDAYS 9

SECTION 18 COMPENSATORY TIME ("TIME COMING") 9

SECTION 19 STAFFING 10
SECTION 20 SHIFT EXCHANGE 10
SECTION 21 WORKING OUT OF CLASSIFICATION 10
SECTION 22 EDUCATIONAL INCENTIVES 11
SECTION 23 STAFF DUTY ASSIGNMENT PAY 12
SECTION 24 PYRAMIDING OF PREMIUM PAYMENTS 12
SECTION 25 MATERNITY/ PATERNITY LEAVE 13
SECTION 26 HEALTH AND DENTAL INSURANCE 13
SECTION 27 VESTED SICK LEAVE 14
SECTION 28 UNIFORMS 14
SECTION 29 RULES AND REGULATIONS 14
SECTION 30 SAFETY AND HEALTH 15
SECTION 31 TESTING OF AERIAL DEVICES 16
SECTION 32 NOTICE OF CHARGES 16
SECTION 33 EMPLOYEE ASSISTANCE PROGRAM 16
SECTION 34 PROBATIONARY PERIOD 16
SECTION 35 DRIVERS' LICENSES 17
SECTION 36 PHYSICAL EXAMINATION/DRUG & ALCOHOL SCREENING 17
SECTION 37 PHYSICAL FITNESS PROGRAM 17

SECTION 38 EMERGENCY RESPONSE VEHICLES 18

SECTION 39 DISABILITY LIMITED DUTY ASSIGNMENTS 18

SECTION 40 PERSONNEL FILES 18

SECTION 41 EMPLOYEE TRAINING REIMBURSEMENT PROGRAM 19

SECTION 42 AMERICANS WITH DISABILITIES ACT 19

SECTION 43 GRIEVANCE PROCEDURE 19

SECTION 44 NO WORK STOPPAGES 21

SECTION 45 LABOR-MANAGEMENT COMMITTEE 21

SECTION 46 NEGOTIATION RESPONSIBILITIES 21

SECTION 47 SEVERABILITY 21

SECTION 48 TERM 22

MEMORANDUM OF UNDERSTANDING BETWEEN

SAN FRANCISCO FIRE FIGHTERS UNION LOCAL 798, IAFF, AFL-CIO
AND
THE CITY AND COUNTY OF SAN FRANCISCO

This Memorandum of Understanding (hereinafter "MOU") constitutes a mutual agreement between the SAN FRANCISCO FIREFIGHTERS UNION LOCAL 798, IAFF, AFL-CIO, (hereinunder referred to as the "Union") and the CITY AND COUNTY OF SAN FRANCISCO (hereinunder referred to as the "City"), through its designated representatives acting on behalf of the MAYOR, the FIRE COMMISSION and the CHIEF OF DEPARTMENT, arrived at through good faith meeting and conferring pursuant to the MMBA and Charter §8.590.

SECTION 1. PREAMBLE
It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to contractually establish wages, hours, and other conditions of employment for members of the bargaining unit.

SECTION 2. RECOGNITION
The City recognizes the Union as the bargaining representative for all uniformed employees of the Fire Department in the ranks of H-40 Battalion Chief, H-50 Asistant Chief, H-110 Marine Engineer of Fire Boats, and H-120 Pilot of Fire Boat.

SECTION 2.1 FUTURE CLASSES
The terms and conditions of this Agreement shall be applicable to any classification for which the Union has become appropriately recognized during the term of this agreement, but in no case earlier than July 1, 1996.

SECTION 3. NO DISCRIMINATION
A. The City and the Union agree that no member shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, or sexual orientation, nor shall such a person be the subject of sexual or racial harassment.

This paragraph shall not be construed to restrict or proscribe voluntary affirmative action efforts by the Department; nor shall any rule, policy, procedure, order, action, determination or practice

which pertains to the purpose, goals or requirements of a consent decree be restricted by the provisions of this paragraph.

B. This section is not intended to affect the right of a member to elect any applicable administrative remedy for discrimination proscribed herein; provided, however, the parties agree that a member may elect only one City administrative remedy, except as provided in E. below

C. Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown Act and Charter # 8.590-1 through 8.590-7.

D. A member who elects an administrative remedy other than the grievance procedure contained in this MOU for discrimination proscribed herein, and whose complaint is not resolved within thirty (30) days, shall have the right to seek relief in accord with the grievance procedure. In such instances, the member may initiate his/her grievance at Step III.

E. It is understood and agreed that any disciplinary action that may be initiated or result from the application or interpretation of these provisions shall not be subject to the grievance and arbitration provisions of Section 43 of this agreement.

SECTION 4. DEFINITIONS

City. The City and County of San Francisco.

Union. The San Francisco Fire Fighters Union Local 798, IAFF, AFL-CIO.

Commission. The Fire Commission of the City and County of San Francisco.

Day. Calendar day, unless otherwise specified.

Watch. 0800 to 2400 hours; or 0001 to 0800 hours.

Charter. The Charter of the City and County of San Francisco.

Immediate Supervisor. The individual who immediately assigns, reviews, or directs the work of a member.

Intermediate Supervisor. The next higher supervisor based on the organization pattern of the Department.

Member. A full-time firefighter, officer and chief officer within each classification listed in Section 2.

Member. Any individual in the bargaining unit as defined in Section 2.

Memorandum. This Memorandum of Understanding.

Shift. The period of time a member is scheduled to be on duty.

Working Conditions. Wages, hours, benefits and terms and conditions of employment, i.e., all matters within the scope of representation under the Meyers-Milias-Brown Act.

Department. The San Francisco Fire Department.

SECTION 5. UNION BUSINESS

A. A reasonable number of employees elected or appointed to represent the Union shall be granted time to perform their union functions at Board and Commission meetings of the City and County of San Francisco, committees established pursuant to this Agreement or the orders of the Department, negotiations and activities relating to grievance administration without loss of pay or benefits. No member shall leave their duty or work station without specific prior approval of the Chief of the Department or authorized management official. Approval shall include consideration of the operating needs and work schedules of the Department or division to which the member is assigned.

B. A member may designate another member as provided in the Department Rules and Regulations to represent him/her in grievance or discipline meetings mutually scheduled with Department management and scheduled appeals hearings without loss of pay or benefits to the extent such representation occurs on regular scheduled time, and provided such use of on-duty time is reasonable.

SECTION 6. UNION SECURITY

A. Payroll Deductions. The Union shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this Section represented by the Union, a statement of the membership dues for members in each classification, and a list of members in said classifications who have signed authorizations for payroll dues deductions. Such list of represented classifications and statement of membership dues shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. The Controller shall make required membership dues payroll deductions for the Union as designated from the list submitted by the Union.

Effective the first complete pay period commencing after the effective date of this Agreement, and each pay period thereafter, the Controller shall make membership dues deductions, as appropriate, from the regular periodic payroll warrant of each Union member described above.

The Controller will promptly pay over to the Union all sums withheld for membership dues.

B. Maintenance of Membership. Employees covered by this MOU who have voluntarily joined the Union, and have authorized payroll deduction of dues, shall, for the administrative convenience of the parties, be permitted to revoke an authorization for the deduction of Union dues only during the month of May for any year. Any request for such revocation shall be delivered or mailed to the payroll office of the San Francisco Fire Department, 260 Golden Gate Ave., San Francisco, CA and a copy shall be mailed to the Office of the Controller, whose current address is 875 Stevenson Street, San Francisco CA 94103. The Fire Department shall deliver a copy of any revocation notice to the Union not later than July 1.

SECTION 7. MEDIA RELATIONS

Elected officers or appointed committee chairpersons shall be allowed to speak or comment to the media while on duty provided they change to civilian clothes and provided further, that they do not purport to represent the views of the Department. The Chief's office shall be informed in advance, whenever possible, of such contact with the media. No member shall leave their duty or work station without specific prior approval of the Chief of the Department or authorized management official. Approval shall include consideration of the operating needs and work schedules of the Department or division to which the member is assigned.

SECTION 8. BULLETIN BOARDS AND DISTRIBUTION OF MATERIALS

A. A reasonable amount of space on bulletin boards within Fire Department facilities shall be made available for the dissemination of Union literature. All literature shall be dated, shall be identified by affiliation and author, and shall be neatly displayed, and removed from said bulletin board when no longer timely. The Department agrees that Union literature shall not be removed from said bulletin boards without first consulting with the station steward or union officer to determine if the literature should remain for an additional period of time. The Department is authorized to remove any literature not posted within the specific limits of this Section upon notifying the affected Union representative.

B. Distribution of Union literature by any Union member shall be done so as not to interfere with or interrupt the performance of official Fire Department duties.

SECTION 9. SALARY

A. Effective July 1, 1996, a salary increase of two percent (2%) will be provided to members in all represented classifications.

B. Effective January 1, 1997, a salary increase of one and one-half percent (1.5%) will be provided to members in all represented classifications.

C. Effective July 1, 1997, a salary increase of two percent (2%) will be provided to members in all represented classifications.

D. Effective January 1, 1998, a salary increase of one and one-half percent (1.5%) will be provided to members in all represented classifications.

E. Effective July 1, 1998, a salary increase of two percent (2%) will be provided to members in all represented classifications.

F. Effective January 1, 1999, a salary increase of one and one-half percent (1.5%) will be provided to members in all represented classifications.

Section 9.1 PARITY

The parties agree that in the event any salary increase hereafter agreed to, granted or awarded to the members of the San Francisco Police Officers' Association that is not contained in this Memorandum of Understanding, that salary increase shall be automatically implemented for the members of the bargaining units represented by the Union so as to maintain parity with Q2 Police Officer. This section does not apply to the new entry level step described in section 9.

SECTION 10. RETIREMENT

City Pick Up Of Member Contributions. The City shall pay member contribution costs to the San Francisco Employee Retirement System as follows:

The City shall continue to pay the entire contribution to the San Francisco Employee Retirement System.

The aforesaid contributions shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits, or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefor.

The Mayor and Board of Supervisors agree to place a proposed amendment to the Charter on the ballot in the municipal election of November, 1996, and to support adoption thereof by the voters, permitting the City to either enroll all employees represented by the Union who were hired after November 2, 1976, as public safety members of the California Public Employees' Retirement System under the two percent (2%) at age 50, one year final compensation formula, with credit

towards benefits under that formula for all of the prior safety service of those employees with the City, or, in the alternative, to provide those employees with the same retirement benefit levels through the San Francisco City & County Employees' Retirement System.

The Mayor and the Board of Supervisors further agree that if the voters approve the proposed amendment, the City shall immediately take all actions necessary for provision of the two percent (2%) at age 50 formula to these employees.

This proposed Charter Amendment shall further apply to those employees who transferred to Charter Section 8.588 under the "buy out" provisions of Charter Section 8.585-14, provided those employees either repay the retirement system an amount equal to their "buy out" settlement plus plan interest and any other costs incurred by the City or have a commensurate actuarial reduction in their 2 percent at age 50 formula.

SECTION 10.1 SUPPLEMENTAL DISABILITY BENEFITS

Should the electors fail to pass the Charter Amendment described above, then:

Members who(1) are covered by Charter Section 8.588 (2) who receive an industrial disability retirement ("IDR") during the term of this MOU and (3) receive a WCAB award with a rating that is greater than 50 percent for said disability may receive supplemental disability payments in addition to their IDR.

When these supplemental disability payments are added to the IDR payments, they shall equal the amount which the IDR would be if at the time of retirement final compensation was multiplied by the percentage of permanent disability awarded by the WCAB, up to a maximum 90 percent, rather than 50 percent.
The supplemental disability benefits provided in this section will not be payable after the date upon which the member would have qualified for service retirement had the member lived and rendered service without interruption.

These supplemental disability benefits will not be paid by the retirement system. The City and the Union will select insurance coverage outside the retirement system for these supplemental disability payments. The City will pay 60 percent of the cost of these supplemental disability benefits and all members who are covered by Charter Section 8.588 shall pay 40 percent through payroll deductions.

The City shall determine the total contributions necessary to fund these benefits. These contributions shall be computed as a percentage of salary which will be sufficient to fund an amount necessary to fund the payment of these supplemental benefits to qualified members. The Union members' 40% share shall be deducted from each payment of salary. Disabled members

shall not acquire vested rights to these supplemental disability benefits. These supplemental benefits shall terminate, on the expiration of this MOU or if at any time, during the term of this MOU, for any reason, the Union members' suspend or stop their 40% share of funding for these supplemental disability benefits.

Any payments described above (IDR, workers compensation or supplemental disability benefits) shall be considered as credit which may be applied to satisfy any labor code benefits or pension provision in the Charter (other than medical treatment) whether they be payable to the member, his or her surviving spouse, dependents, or vendors.

The parties agree that this provision in no way alters the retirement allowances which will continue to be set and adjusted pursuant to Article VIII, Chapter five of the Charter. The parties agree that this agreement shall not be used as precedent in any legal or administrative proceeding.

The parties agree that if a court of final jurisdiction finds that changes to retirement allowances are not subject to approval by the voters in the matter entitled San Francisco Police Officers' Association, Local 911, Service Employees International Union, AFL-CIO V City and County of San Francisco; et al. Court of Appeal No. A063464, then this agreement shall be reopened to negotiation over changes to the formulas under which retirement allowances are set and adjusted for employees covered by this agreement.

SECTION 11. HOURS

A. Fire Suppression personnel shall work a 24-hour shift and a 48 hour average work week, on alternating three shift (A, B,C) work schedule, and a 21-day tour of duty. The fire suppression 24-hour shift shall commence at 0800 hours and continue through to 0800 hours the following day.

B. Fire Prevention personnel shall work a 10-hour shift and a 40-hour average work week. Except by consent of the individual, such personnel shall receive three (3) consecutive days off.

C. Fire Investigation personnel assigned to Fire Suppression shall work a 24-hour shift commencing at 1200 hours and continue through 1200 hours the following day. Fire Investigation personnel shall work a 48-hour average work week.

D. Bureau of Communication "team" personnel shall work a 24-hour shift commencing at 0800 and continue through 0800 the following day. They shall work a 42-hour week.

E. Uniformed and Administrative personnel shall work a 40-hour week. Daily work schedules to be set by the Bureau or Division Chief or Chief of Department

SECTION 12. OVERTIME COMPENSATION

The Chief of the Department may require members in the fire suppression function to work longer than the regular work day or the regular work week. Any time worked under proper authorization or suffered to be worked in excess of actual hours worked on a regular work day or week by a member working in a fire suppression function shall be designated as overtime and shall be compensated at one and one half (1-1/2) times the base hourly rate.

The Chief of the Department may require and must authorize members in non-fire suppression functions to work longer than the regular work day or the regular work week or on holidays. Any time worked under proper authorization or suffered to be worked in excess of normal work hours, on a regular work day or week by a member working in a non fire suppression function shall be designated as overtime but shall only be compensated with compensatory time off. For purposes of this section, statutory holidays and pre-scheduled vacations shall be counted as hours worked. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

In addition, when the Chief of the Department requires a member to return to work at a time other than the member's regularly scheduled shift, such mandatory work time shall be compensated as overtime.

The method of implementing overtime shall be in accordance with a procedure developed by the Fire Department and the Union. Said procedure shall provide a fair and equitable method for assigning overtime, so each member of the bargaining unit shall have as equal an opportunity as possible, taking into consideration operational needs, to be scheduled to work overtime.

SECTION 13. SENIORITY LIST

The Fire Department shall maintain and post semi-annually a current seniority list.

SECTION 14. DEFINITION OF SENIORITY

Departmental seniority shall be determined by continuous service in the Fire Department calculated from the date of employment in a uniformed rank in the department. Seniority in rank shall be calculated from date of appointment to the rank. Continuous service shall be broken only by resignation, discharge or retirement. This section is not intended to change the current rules of the San Francisco Fire Department regarding the use of seniority.

SECTION 15. ASSIGNMENTS AND TRANSFERS

Assignments and transfers shall be made pursuant to the provisions of Article No. 39, Rule 3958 of the Rules and Regulations of the Fire Department.

SECTION 16. VACATION LEAVE

A. Vacation leave shall be provided as set forth in Charter Section 8.440.

B. The parties shall develop and implement a vacation selection procedure following the execution of this Memorandum. The method of selection shall be by seniority on the basis of rank.

SECTION 17. HOLIDAYS

The following Holidays are those which shall be recognized and observed:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Except for members assigned to 48 hour week schedules, three (3) floating holidays per fiscal year to be taken with approval of the appointing officer.
- Except for members assigned to 24-hour shift schedules, three (3) floating holidays per fiscal year to be taken with approval of the appointing officer.

Except for the three (3) floating holidays, compensation for said holidays shall be made on the basis of time and one-half pursuant to Charter Section 8.452.

Eligible members of the bargaining unit who are unable to take a floating holiday due to disability during the current fiscal year may convert the floating holiday at straight time to time-coming.

SECTION 18. COMPENSATORY TIME ("TIME COMING")

The maximum amount of accumulated compensatory time ("time coming") shall be 480 hours. Members who currently have an accumulation of compensatory time in excess of 480 hours shall

either use that excess time by July 1, 1996 or be compensated in pay for such excess hours at that time.

SECTION 19. STAFFING

Deployment of all personnel shall be at the discretion of the Chief of Department, subject to the following minimum qualifications:

(a) Engines - All fire engines shall be regularly and routinely staffed with one (1) officer and three (3) firefighters. At 0800 hours and 0001 hours, all fire engines shall be staffed with one officer and three firefighters.

(b) Rescue Squads - All rescue squads shall be regularly and routinely staffed with one (1) officer and three (3) firefighters. At 0800 and 0001 hours, all rescue squads shall be staffed with one (1) officer and three (3) firefighters.

(c) Trucks - All trucks shall be regularly and routinely staffed with one (1) officer and four (4) firefighters. Any truck with an inoperative aerial ladder shall be regularly and routinely staffed with one (1) officer and five (5) firefighters for the period of time that the aerial ladder is inoperative, or until such time as the truck with the inoperative aerial ladder is replaced with a truck with an operative aerial ladder. At 0800 and 0001 hours, all trucks shall be staffed with one (1) officer and four (4) firefighters, and any truck with an inoperative aerial ladder shall be staffed with one (1) officer and five (5) firefighters.

(d) Chief's Aide - The Chief of Department shall be assigned a Chief's Aide from 0800 to 2400 hours and from 0001 to 0800 hours each day.

(e) Firefighting Battalions - Each Battalion shall have one (1) Battalion Chief and one (1) Chief's Aide on duty from 0800 to 2400 hours and from 0001 to 0800 hours each day.

SECTION 20. SHIFT EXCHANGE

A member of the bargaining unit may exchange his or her tour of duty with another member in accordance with the Fire Department Rules and Regulations, provided the exchange results in no net increase in cost to the City.

SECTION 21. WORKING OUT OF CLASSIFICATION

A member required to accept responsibilities and carry out the duties of a position or rank above that which he or she normally holds shall be paid at the rate for that position or rank while assigned for a minimum of one full watch. For the purposes of this section, one full watch shall

be defined as that portion of a 24-hour shift from 0800 hours to 2400 hours or 0001 hours to 0800 hours. The provisions of this section shall apply only to positions which are normally scheduled perform duties on a 24-hour shift schedule. If disabled while working at a higher classification as described above, the member shall receive disability benefits at the level attached to the rank at which the member was assigned at the time of such disability.

Notwithstanding the above, a member assigned to the Bureau of Fire Prevention and/or Bureau of Fire Investigation who is required to perform the function of a higher rank shall be paid at the rate of that position or rank after being assigned for more than two weeks to a position that is vacant due to an absence caused by sickness or disability.

SECTION 22. EDUCATIONAL INCENTIVES

Educational incentive premiums are intended to encourage individual development through a comprehensive educational program. In furtherance thereof, there shall be established premium pay following completion of probation in the designated rank for appointed Officers, Inspectors and Investigators who have obtained an Associate of Arts or Associate of Science degree in Fire Science or Fire Science Technology or a Certificate of Achievement in such courses in the event an AA or AS degree has been earned in another course subject, a Bachelor of Arts or Bachelor of Science degree in a field determined to be relevant to the fire service, or a Certificate from the State Fire Marshall's course as follows:

Appointed Chief Officers who become a certified Chief Officer or who qualify under this Section will receive biweekly:

Assistant Chiefs (H-50):	$37.00
Battalion Chiefs (H-40)	$31.50

Members complying herewith prior to July 1, 1993 shall receive the foregoing incentive payments for the duration of this Agreement. To be eligible for such premium payments after July 1, 1993, a member will be required to obtain the appropriate Certificate from the State Fire Marshall's courses.

To be eligible for such premium payments, a member will be required to obtain the appropriate certificate from the state Fire Marshall's courses. Members who qualify for educational incentive pay shall receive payments at the rate attached to their permanent Civil Service Rank.

The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such payments be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

SECTION 23. STAFF DUTY ASSIGNMENT PAY

Effective July 1, 1996, staff duty assignment biweekly pay shall be as follows:

Assistant Chiefs	$292
Battalion Chiefs	$253

A. Effective July 1, 1996, staff duty assignment pay shall increase two percent (2%).

B. Effective January 1, 1997, staff duty assignment pay shall increase one and one-half percent (1.5%).

C. Effective July 1, 1997, staff duty assignment pay shall increase two percent (2%).

D. Effective January 1, 1998, staff duty assignment pay shall increase one and one-half percent (1.5%).

E. Effective July 1, 1998, staff duty assignment pay shall increase two percent (2%).

F. Effective January 1, 1999, staff duty assignment pay shall increase one and one-half percent (1.5%).

Members eligible for Staff duty assignment pay shall be eligible to receive only the educational premium for his/her designated rank as set forth in Section 22 of this Agreement. Members eligible for staff duty assignment pay shall not be eligible to receive Hazardous Materials pay, as set forth in Section 23 of this agreement.

Members who are assigned to positions or functions which require staffing seven days a week shall not be eligible to receive staff assignment pay; however, such members shall be eligible to receive holiday pay in the same manner as members assigned to 24-hour shift schedules.

The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

SECTION 24. PYRAMIDING OF PREMIUM PAYMENTS

AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO FIREFIGHTERS' UNION LOCAL 798
UNIT 2

The parties agree to amend the provisions of Section 23 to amend clerical errors. The first paragraph of the section will be amended to read as follows: (Additions are underlined. Deletions are in double parentheses.)

Effective July 1, 1995 ((July 1, 1996)) staff duty assignment biweekly pay shall be as follows:

Assistant Chiefs	$285.00 ((292.00))
Battalion Chiefs	248.00 ((253.00))

James M. Ahern
James M. Ahern, President
San Francisco Fire Fighters, Local 798

Wendell L. Pryor
Wendell L. Pryor, Director
Department of Human Resources

APPROVED AS TO FORM

LOUISE H. RENNE
City Attorney

Julie A. Clayton
Deputy City Attorney

Except as specifically provided in this Agreement, there shall be no pyramiding or stacking of premium payments. In the event more than one premium payment has been earned (Educational Incentive, and HAZ MAT Achievement), the highest premium payment shall be paid.

SECTION 25. MATERNITY/ PATERNITY LEAVE

A. Maternity and paternity leave is the right of every member in accordance with Civil Service Commission Rules.

B. The starting date for maternity leave is a decision of the member and her doctor.

C. The return date from maternity leave is a decision of the member and her doctor.

D. The member has the right to include vacation time in maternity leave (sick leave) and/or child care leave.

E. In accordance with current Civil Service Commission Rules, members who have completed the probationary period and who have one (1) or more years of continuous service in any status may be granted up to one (1) year of child care leave when becoming a parent of a newly born child or legally adopted child up to the age of five (5) years. Such leave may be in addition to sick leave. Requests for child care leave are subject to the approval of the Department. Denial of child care leave is appealable under the grievance procedure contained in this MOU.

F. When the member returns to work from maternity/child care leave, she/he will be reinstated in her/his original assignment.

SECTION 26. HEALTH AND DENTAL INSURANCE

A. Health Coverage: The City shall continue to provide contributions for health benefits as may be available through the Health Service System for members at the rate of $197.00 per month or at the rate set as presently prescribed in Charter Section 8.423 through 8.428; whichever is greater, provided however that any increase to employee premium coverage above such rate shall be increased in order to maintain the current level of premium coverage.

B. Dependent Health Coverage: The City shall continue to contribute $225.00 per month towards members dependent health coverage.

The aforesaid contributions shall be paid to the City Health Services System, not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits, or retirement contributions;

nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

C. Dental Coverage: The City shall continue to provide dental benefits at the existing level.
D. Members shall be permitted to choose which available City plan they wish to participate in.

E. The kinds of benefits made available by the City to the domestic partners of other City employees shall simultaneously be made available to the domestic partners of members of the Department.

F. Hepatitis B. Vaccine. The City shall provide, at its cost, Hepatitis B vaccine immunization for members whose health plans do not provide the benefit.

G. Annual Tuberculosis Screening. The City will provide, at its cost, annual tuberculosis screening for members.

SECTION 27. VESTED SICK LEAVE

For the time period between July 1, 1993 and ending June 30, 1996, members shall receive vested sick leave accumulation for each fiscal year according to the following formula:

0 sick days used/per year = 75% of 13 days
1-4 sick days used/per year = 50% of remaining days
5-6 sick days used/per year = 25% of remaining days

The maximum ceiling for the accumulation of sick leave days shall be 130 days. Any vested sick leave earned under this section will be used last. This section will apply only to those members who actually worked for the department during this time period and who are covered by the terms of this contract.

SECTION 28. UNIFORMS

All uniforms required of employees in the performance of their duties shall be furnished without cost to the employees by the employer. The employees shall maintain their uniforms in serviceable condition.

SECTION 29. RULES AND REGULATIONS

A. The Union agrees that its members shall be subject to all Civil Service and Fire Department Rules and Regulations, and to all General Orders of the Fire Department, including those relating to conduct and work performance in effect on the date of this Agreement and which are otherwise consistent with this Agreement.

those relating to conduct and work performance in effect on the date of this Agreement and which are otherwise consistent with this Agreement.

B. The Fire Department shall name three (3) representatives and the Union shall name three (3) representatives to sit as a committee to recommend updating or revisions of the Fire Department Rules and Regulations.

C. The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules and are otherwise consistent with this agreement shall continue to apply to employees covered by this contract. No matter set forth in the Civil Service Rules shall be subject to the grievance procedure. Changes to the Civil Service Rules may be proposed during the terms of this contract subject to meet and confer as appropriate. Changes to the Civil Service Rules shall not be subject to arbitration.

SECTION 30. SAFETY AND HEALTH

(a) The City shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing, hearing protectors and other protective equipment such as personal alarm devices, or personal flotation devices, necessary to preserve and protect the safety and health of fire fighters.

(b) All protective clothing and equipment referred to in section (a) above shall meet the CAL-OSHA safety standards, whether existing or promulgated during the term of this Agreement.

(c) The Fire Department agrees to provide Hepatitis-B vaccine to all personnel who so request. Whenever possible the Department will reduce the risk of on-the-job exposure to viruses that cause Hepatitis B and Aids.

The City further agrees that at the option of the fire fighter, additional immunization will be provided for: (1) tetanus-diphtheria; (2) rubella; (3) measles; (4) polio; (5) influenza.

In the event an employee has a health plan made available through the City, and such plan provides for immunizations at no cost to the employee, such plan shall be utilized to fulfill the provisions of this paragraph.

There is hereby created an SFFD Joint Labor-Management Health and Safety Committee consisting of six (6) members, three (3) appointed by the Chief of Department and three (3) appointed by the Union.

The Committee shall be charged with the responsibility of reviewing topics pertinent to the Fire Department, including. but not limited to: (1) AIDS in the workplace; (2) Diesel emissions exposure in fire stations; (3) Asbestos exposure and removal; (4) Hearing loss and hearing protection.

The Health and Safety Committee shall also make recommendations to the Chief of Department to the Union, and through the Chief of Department to the Fire Commission, for the correction of hazardous conditions or unsafe work methods.

SECTION 31. TESTING OF AERIAL DEVICES

The City agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices using NFPA 1914 Testing Fire Department Aerial Devices, 1988 Edition, recommended or equivalent test procedures by an independent testing company other than the original manufacturer prior to the acceptance of a new aerial apparatus and at least once every year thereafter. Copy of the test results shall be supplied to each member of the Safety and Health Committee and to the Union.

SECTION 32. NOTICE OF CHARGES

All members of the bargaining unit shall be notified within a reasonable time after they have been charged with any offense or complaint and further notified within a reasonable time after the investigation or disciplinary process has been concluded. For the purpose of this Section, "charged" means any charge before a court or administrative tribunal that comes to the attention of the Fire Department or City management.

SECTION 33. EMPLOYEE ASSISTANCE PROGRAM

The City and the Union hereby agree to continue the current Stress Unit program which consists of the Stress Unit Committee and the Stress Unit counselors. The Stress Unit Program will be continued throughout the life of this Agreement unless the parties agree to an alternative program.

SECTION 34. PROBATIONARY PERIOD

The probationary period for newly hired employees shall be twelve (12) months from the date of completion of the initial Fire College training. Such probationary members who are assigned limited duty positions due to illness, injury, or for other reason which would prohibit them from successfully completing their probationary assignments shall be assigned limited duty only by consent of the Chief of Department. Such limited duty assignments for probationary members shall extend the duration of their probation by the duration of time they were assigned limited duty.

The probationary period for members being promoted to a higher rank shall be six (6) months of actual service from the date of appointment to that rank.

A member's probationary period will not expire before a mandatory physical examination, including screening for drugs and alcohol, is satisfactorily completed.

This section does not apply to provisional or exempt appointments.

SECTION 35. DRIVERS' LICENSES

Effective July 1, 1992, all regularly assigned members of engine and truck companies and Rescue and Service Squads shall be required to possess, at a minimum, a "Restricted Class B Firefighter" driver's license. Members assigned to the Bureau of Equipment shall be required to possess a Class A license. All other qualified drivers, including officers, aides, inspectors, investigators and firefighters who may be assigned, detailed or required to drive Department vehicles shall be required to possess, at a minimum, a valid Class C license.

An employee who does not possess the appropriate driver's license shall be assigned to non-driving duties at the discretion of the Department.

SECTION 36. PHYSICAL EXAMINATION/DRUG & ALCOHOL SCREENING

Mandatory physical examinations shall include the submission of a urine specimen for routine analysis and screening for the presence of drugs or alcohol. A mandatory physical examination shall be conducted under the following circumstances:

- There is reasonable suspicion that a member is under the influence of drugs or alcohol while on duty.
- Prior to promotion from a certified eligible list, or to an exempt position, or to a non-civil service position.
- Before expiration of a member's probation period, whether from initial appointment or promotion.
- Prior to and upon return from leaves of absence with or without salary in excess of 30 calendar days.
- When a pattern of sick leave develops which indicates a reasonable suspicion of substance abuse.

SECTION 37. PHYSICAL FITNESS PROGRAM

The Joint Labor/Management Physical Fitness Committee consisting of four (4) members, two (2) appointed by the Chief of Department and two (2) appointed by the Union shall develop a physical fitness program for the Department to improve the health and fitness of members and reduce injuries.

The Committee shall recommend procedures to the Chief of Department, to the Union and, through the Chief of Department, to the Fire Commission for determining eligibility of members to participate in the program, and a method for evaluating participants.

SECTION 38. EMERGENCY RESPONSE VEHICLES

With prior written permission of the Chief of Department, designated Fire Emergency Response Personnel shall be entitled to use City owned and/or leased vehicles for transportation to and from the employee's place of residence. The use of said vehicles shall be subject to such restrictions and regulations imposed by the Chief of Department and the Fire Commission.

SECTION 39. DISABILITY LIMITED DUTY ASSIGNMENTS

Employees covered under this agreement who are absent from work due to work-related disability may be required by the City to perform other duties ("limited duty") in the Fire Department compatible with the employee's disability. Releases to limited duty will be approved by the Department physician after consideration of the medical opinions of the treating physician and/or the retirement board physician. In the event of a disagreement between the employee, the retirement board and/or any of the physicians, the issue of limited duty will be decided by an independent hearing officer (Charter §8.518). Limited duty may include clerical and administration. Nothing in this section shall preclude the employee's rights under the Worker's Compensation process.

Short-term Limited Duty shall be for up to 8 months duration. Long-term Limited Duty shall be in excess of 8 months.

Members who are capable of being rehabilitated to return to full firefighting duties and members who qualify for service retirement shall be eligible for assignments designated as Short-term Limited Duty.

A Long-term Limited Duty assignment will not be made for a member who has filed for retirement and has 25 years of service and has reached age 50 except when the member requests and qualifies for a long term Limited Duty assignment.

Limited duty will not be offered as a punitive measure, a deterrent to retirement for industrial disability when qualified for service retirement, or withheld on an arbitrary basis for those qualified to fill designated limited duty assignments.

SECTION 40. PERSONNEL FILES

A. The Department shall maintain personnel files for each member. Members or their authorized representatives have the right to examine the contents of their master personnel files

maintained by the Deputy Chief, Administration during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in the members' master personnel files without the members' noting so on the face of the document. Members may cause to be placed in their master personnel files responses to adverse material inserted therein and a reasonable amount of correspondence as determined by the Deputy Chief, Administration originating from other sources directly related to their job performance, may be placed in members' master personnel files.

B. Only persons authorized by the Deputy Chief, Administration may review a member's master personnel file.

C. Formal reprimands without further penalty more than two (2) years old, and those with additional penalty more than five (5) years old, will not be considered for purposes of promotion, transfer or special assignments. All members shall have the right to review their master personnel file and identify all such documents. Upon concurrence of the Deputy Chief, Administration that such documents have been appropriately identified, they will be placed in an envelope, sealed and initialed by the member. The envelope will be placed in the member's personnel file and will be opened only in the event that the member is in the future subject to discipline or access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.

SECTION 41. EMPLOYEE TRAINING REIMBURSEMENT PROGRAM

Subject to available monies, and as permitted by Civil Service Commission Rule 28, a member may submit for tuition reimbursement for up to five hundred dollars ($500.00) during each fiscal year.

At the discretion of the Chief, the City may provide non-mandatory courses and training that will further career development of members. Unless otherwise determined by the Chief, members choosing voluntarily to participate in these non-mandatory courses or training do so at their own expense and without compensation.

SECTION 42. AMERICANS WITH DISABILITIES ACT

The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the American with Disabilities Act and further agree that this Memorandum will not be interpreted, administered or applied in any manner which is inconsistent with said Act. The City reserves the right to make reasonable accommodations to comply therewith.

SECTION 43. GRIEVANCE PROCEDURE

A. Grievances or disputes regarding the application or interpretation of this Agreement or relating to working conditions arising out of this Agreement, including the arbitrability thereof, but excepting matters set forth in Charter Section 8.590-5(g)(3) and questions concerning the arbitrability of such matters, shall be settled in the following manner:

Step I. Where a member of the bargaining unit initiates the grievance, the member shall, in the presence of a representative of the Union, submit the grievance in writing to the member's immediate supervisor. The supervisor shall attempt to adjust the grievance at the time and render a written decision within three (3) calendar days.

Step II. If a grievance initiated by either a member of the bargaining unit or the Union is not settled at Step I, the grievance shall be submitted to the Chief of Department, who shall render a written non-binding decision within five (5) calendar days after the receipt of the grievance.

Step III. If the grievance is not settled at Step II, the grievance, and all relevant materials, shall be submitted to the Director, Employee Relations. The Director, Employee Relations shall have twelve (12) calendar days after receipt of the grievance to review and seek resolution. If the Director, Employee Relations is unable to informally resolve the grievance to the mutual satisfaction of the parties in the time prescribed, the grievance may, at the request of either the Union or the City, be submitted to arbitration upon notice to the Chief of Department and the Director, Employee Relations.

Step IV. Arbitration. In the event the Union and the City cannot agree on an arbitrator, an impartial arbitrator shall be selected from a panel of seven (7) qualified and experienced labor arbitrators supplied by the State Conciliation Service upon the request of either party. The parties shall within five (5) calendar days of receipt of the panel, make a selection of an arbitrator by alternately deleting names from such a list until only one (1) name remains. If that person cannot serve, or parties agree not to use that person's services, the parties shall obtain a new list and start the selection over. The first party to delete a name shall be determined by lot. The decision of the arbitrator will be final and binding upon both parties. The hearing shall be conducted in accordance with California Code of Civil Procedure, Sections 1280, *et seq.*

B. The Arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.

C. Notwithstanding any other provisions of this MOU, disciplinary or punitive actions described in Charter Section 8.343 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.

D. An Arbitrator selected pursuant to this Agreement shall have no power or authority to alter or supersede the Charter, the Civil Service Commission rules, the Administrative Code

or the Federal Consent Decree. Any decision or award shall be invalid if it conflicts with any of said provisions and those provisions shall prevail.

E. An Arbitrator's decision or award shall be invalid to the extent that it orders or requires any legislative act by any Board, Commission, or official except as may pertain to back pay awards.

F. The parties shall share the jointly-incurred costs of the arbitration proceedings.

G. Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute.

H. Nothing herein shall restrict the right of the City or the Department to initiate grievances under this Agreement. In such instance, only Step III shall be applicable prior to the determination to proceed to arbitration.

SECTION 44. NO WORK STOPPAGES

It is mutually agreed and understood that during the period this Agreement is in force and effect, the Union and its members will not authorize or engage in any strike as defined by Charter Section 8.346(A), slowdown, or work stoppage against the City and County of San Francisco, and agrees to encourage members to work voluntary overtime to alleviate any personnel shortage caused by the Employer's inability to hire new employees.

SECTION 45. LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of three (3) Fire Fighters Union representatives and three (3) Fire Department representatives. The Committee shall meet regularly to discuss all matters of mutual concern. The Committee shall have the authority to make recommendations to the Fire Fighters Union and the Fire Department, and through the Chief of Department, to the Fire Commission.

SECTION 46. NEGOTIATION RESPONSIBILITIES

Nothing contained herein shall be so construed as to prohibit negotiations mutually agreed to by the parties.

SECTION 47. SEVERABILITY

Should any provision of this Memorandum or the application of such provision to any person or circumstances, be held invalid, the remainder of this Agreement or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

SECTION 48. TERM

This Agreement shall remain in full force and effect from July 1, 1995, to and including June 30, 1999.

The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

The parties agree to exchange proposals for a new agreement 180 days prior to the termination of this Agreement; to select a mediator-arbitrator pursuant to the provisions of Charter Section 8.590 no later than 150 days, to begin mediation and or arbitration proceedings no later than 60 days prior to the termination of this Agreement; and to complete all phases of the Arbitration proceedings no later than 30 days after the termination of this Agreement. It is further agreed that any arbitration award shall issue no later than 60 days after the termination of this Agreement.

DATED: _____1995

FOR THE CITY AND COUNTY OF SAN FRANCISCO

Frank M. Jordan, Mayor

Wendell L. Pryor, Director
Department of Human Resources

Alice Villagomez,
Deputy Director, ERD

James Olson, Deputy Chief, Operations
San Francisco Fire Department

John A. Ertola, President
San Francisco Fire Commission

APPROVED AS TO FORM:
CITY ATTORNEY

Deputy City Attorney

FOR SAN FRANCISCO FIREFIGHTERS UNION LOCAL 798, IAFF, AFL-CIO

James T. Ferguson, President

Lonnie Magnusen, Vice President

James M. Ahern, Secretary

APPENDIX A

ASSIGNMENT OF EMERGENCY MEDICAL TECHNICIANS AND ASSOCIATED RELIEF PERSONNEL

1. Assignment to permanent vacancies in designated EMT positions will be in accordance with §3958 of the Rules and Regulations. Personnel holding permanent assignment to these positions will keep the position, providing they remain qualified and subject to the provisions of §3958 of the Rules and Regulations.

2. Short term vacancies, sixty (60) days or less, will be filled on a daily basis by a qualified person in the following order:

   a. Assigned members in the company by seniority.

   b. Assigned members in the station by seniority.

   c. Vacation relief or detailed members by seniority.

   NOTE: Vacation relief personnel will not be assigned to an EMT position if there is a qualified permanent member in the company or station willing to be temporarily assigned to the position.

3. Long term vacancies, more than sixty (60) days, will be temporarily filled, until the position is advertised and permanently filled, by a qualified person in the following order:

   a. Assigned members in the company as designated by the Captain of the company, with due regard for seniority.

   b. Assigned members in the station as designated by the Captain of the company, with due regard for seniority.

   c. Vacation relief personnel will be assigned to the position by the Bureau of Personnel, with due regard for seniority.

   NOTE: Vacation relief personnel will not be assigned to an EMT position if there is a permanent qualified member in the company or station willing to be temporarily assigned to the position.

4. In no case may a person own two positions.

5. Temporary reassignments may not be made of personnel occupying a similar assignment in the same or another company.

APPENDIX B

TIME-COMING

1. In order to provide consistent staffing throughout each tour of duty, all time-coming, except as specified in paragraphs 2 and 3, will be granted in increments of twenty-four (24) hours, sixteen (16) hours (0800-2400), or eight (8) hours (2400-0800). In this way, members who use compensatory time-coming can be replaced and proper staffing levels maintained.

2. Time-coming may be granted by the Chief of the Department in increments of six (6) hours to those members who obtain their own replacement personnel. Replacement personnel shall be of the same rank and/or assignment as the requesting member. Requests must be submitted to the Chief of the Department at least five(5) days in advance. Completed requests will be forwarded to the Bureau of Personnel for recording.

3. Time-coming will be granted for attendance at approved courses as designated in Section 22 of this agreement.

   a. Openings resulting from time-coming requests granted for four (4) hours or less will not be filled.

   b. Openings resulting from time-coming requests granted for more than four (4) hours will be filled. Members will be responsible for obtaining the replacement personnel. Replacement personnel shall be of the same rank and/or assignment as the requesting member.

Requests must be submitted to the Chief of the Department at least five (5) days in advance. Completed requests will be forwarded to the Bureau of Personnel for recording.

4. Request for the use of time-coming outlined in paragraph 1 shall be submitted to the Bureau of Personnel at least ten (10) days prior to the date requested.

TIME-COMING

5. The use of six (6) hours or more of time-coming will be counted as a full trade pursuant to the Trade Rule - Procedure Guide Section 3959. No more than two (2) trades or two (2) uses of time-coming (six (6) hours or more) are allowed in one pay period.

6. There will be no time-coming requests taken over the phone by the Bureau of Personnel.

7. Exchange of time-coming will only be allowed between members of the same rank and/or assignment

EMERGENCY TIME-COMING

1. Emergency use of time-coming may be granted to officers and members of fire suppression companies by the Chief of the Department. Members must be present and on-duty at the time they request emergency use of time-coming.

During regular office hours, the granting officer shall verify with the Bureau of Personnel that the member has sufficient time accumulated to satisfy the request. If emergency compensatory time is requested and granted after normal Bureau of Personnel office hours, the granting Chief Officer shall verify and report the requesting member's time-coming balance by contacting the Bureau of Personnel (between 0700-0800 hours) prior to the completion of the Tour of Duty.

Form 418.2 shall be completed and signed by the granting officer, and submitted through channels to the Bureau of Personnel immediately after verification.

2. Emergency use of time-coming may be granted to Chief Officers and non-suppression members by their immediate superior. Verification and report requirements are the same as for members of fire suppression companies.

ENCLOSURE 6

MOU FOR MEMBERS OF LOCAL 798 BELOW H-40

FILE NO. 93-95-50.2 ORDINANCE NO. 246-96

(Memorandum of Understanding)

AMENDING ORDINANCE NO. 301-95 TO CORRECT CLERICAL ERRORS BY ADOPTING AND IMPLEMENTING THE PROVISIONS OF AMENDMENT NUMBER 2 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO FIRE FIGHTERS UNION LOCAL 798, IAFF, AFL-CIO FOR BARGAINING UNIT 1 AND THE CITY AND COUNTY OF SAN FRANCISCO TO BE EFFECTIVE JULY 1, 1995 THROUGH JUNE 30, 1999.

Be it ordained by the People of the City and County of San Francisco.

Section 1. The Board of Supervisors hereby implements the provisions of Amendment Number 2 to the Memorandum of Understanding between the Fire Fighters Union Local 798, IAFF, AFL-CIO and the City and County of San Francisco for bargaining unit 1, to correct clerical errors effective July 1, 1995 through June 30, 1999. The provisions so amended and implemented are on file in the office of the Board of Supervisors.

APPROVED AS TO FORM

LOUISE H. RENNE
CITY ATTORNEY

DEPUTY CITY ATTORNEY

Supervisor Shelley
BOARD OF SUPERVISORS

SAN FRANCISCO
DEPT. OF CULTURAL RESOURCES
EXHIBITIONS DIV.

96 JUN 20 PM 4:07

Board of Supervisors, San Francisco

Passed for Second Reading	Finally Passed
June 10, 1996	June 17, 1996
Ayes: Supervisors Alioto Ammiano Brown Hsieh Kaufman Leal Shelley Teng Yaki	Ayes: Supervisors Alioto Ammiano Bierman Brown Hsieh Katz Kaufman Leal Shelley Yaki
Absent: Supervisors Bierman Katz	Absent: Supervisor Teng

I hereby certify that the foregoing ordinance was finally passed by the Board of Supervisors of the City and County of San Francisco

Clerk

File No. 93-95-50.2

JUN 19 1996
Date Approved

Mayor

FILE NO. 93-95-50 ORDINANCE NO. 381-95

(Memorandum of Understanding)

ADOPTING AND IMPLEMENTING THE PROVISIONS OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO FIRE FIGHTERS UNION LOCAL 798, IAFF, AFL-CIO FOR BARGAINING UNIT 1 AND THE CITY AND COUNTY OF SAN FRANCISCO FOR THE PERIOD JULY 1, 1995 THROUGH JUNE 30, 1999.

Be it ordained by the People of the City and County of San Francisco.

Section 1. The Board of Supervisors hereby implements the provisions within its charter authority of the Memorandum of Understanding between the Fire Fighters Union Local 798, IAFF, AFL-CIO and the City and County of San Francisco for bargaining unit 1, to be effective July 1, 1995 through June 30, 1999. The provisions so implemented are on file in the office of the Board of Supervisors.

APPROVED AS TO FORM

LOUISE H. RENNE
CITY ATTORNEY

DEPUTY CITY ATTORNEY
SUPERVISOR SHELLEY

BOARD OF SUPERVISORS

Board of Supervisors, San Francisco

Passed for Second Reading	$	Finally Passed
December 4, 1995	$	December 11, 1995
Ayes: Supervisors Alioto Ammiano Bierman Hallinan Hsieh Kaufman Leal Migden Shelley Teng	$	Ayes: Supervisors Alioto Ammiano Bierman Hallinan Hsieh Kaufman Leal Migden Shelley Teng
Absent: Supervisor Kennedy	$	Absent: Supervisor Kennedy

I hereby certify that the foregoing ordinance was finally passed by the Board of Supervisors of the City and County of San Francisco

John L. Taylor
Clerk

File No. 93-95-50

DEC 14 1995
Date Approved

Frank M. Jordan
Mayor

AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO FIREFIGHTERS' UNION LOCAL 798
UNIT 1

The parties agree to amend the provisions of Section 26 to amend clerical errors. The first paragraph of the section will be amended to read as follows: (Additions are underlined. Deletions are in double parentheses.)

Effective July 1, 1995 ((July 1, 1996)) staff duty assignment biweekly pay shall be as follows:

Captains	$206.00 ((211.00))
Lieutenants	181.00 ((184.00))
Firefighters	155.00 ((159.00)

James M. Ahern, President
San Francisco Fire Fighters, Local 798

Wendell L. Pryor, Director
Department of Human Resources

APPROVED AS TO FORM

LOUISE H. RENNE
City Attorney

Julia A. Clayton
Deputy City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN FRANCISCO FIRE FIGHTERS UNION LOCAL 798, IAFF, AFL-CIO

AND

THE CITY AND COUNTY OF SAN FRANCISCO

July 1, 1995 to June 30, 1999

Unit 1 (All Uniformed Ranks below H-40 Battalion Chief)

TABLE OF CONTENTS

SECTION 1.	PREAMBLE	1
SECTION 2.	RECOGNITION	1
SECTION 3.	NO DISCRIMINATION	1
SECTION 4.	DEFINITIONS	2
SECTION 5.	UNION BUSINESS	3
SECTION 6.	UNION SECURITY	3
SECTION 7.	MEDIA RELATIONS	4
SECTION 8.	BULLETIN BOARDS AND DISTRIBUTION OF MATERIALS	4
SECTION 9.	SALARY	4
SECTION 9.1	PARITY	5
SECTION 10	RETIREMENT	5
SECTION 10.1	SUPPLEMENTAL DISABILITY BENEFITS	6
SECTION 11.	HOURS	7
SECTION 12.	OVERTIME COMPENSATION	8
SECTION 13.	SENIORITY LIST	8
SECTION 14.	DEFINITION OF SENIORITY	8
SECTION 15.	ASSIGNMENTS AND TRANSFERS	8
SECTION 16.	VACATION LEAVE	8
SECTION 17.	HOLIDAYS	9
SECTION 18.	COMPENSATORY TIME ("TIME COMING")	9
SECTION 19.	STAFFING	9

SECTION 20.	SHIFT EXCHANGE	10
SECTION 21.	WORKING OUT OF CLASSIFICATION	10
SECTION 22.	EDUCATIONAL INCENTIVES	11
SECTION 23.	HAZARDOUS MATERIALS PAY	12
SECTION 24.	EMERGENCY MEDICAL TECHNICIAN PAY	12
SECTION 25.	APPARATUS ASSIGNMENTS	13
SECTION 26.	STAFF DUTY ASSIGNMENT PAY	13
SECTION 27.	PYRAMIDING OF PREMIUM PAYMENTS	14
SECTION 28.	MATERNITY/ PATERNITY LEAVE	15
SECTION 29.	HEALTH AND DENTAL INSURANCE	15
SECTION 29.1	VESTED SICK LEAVE	16
SECTION 30.	UNIFORMS	16
SECTION 31.	RULES AND REGULATIONS	16
SECTION 32.	SAFETY AND HEALTH	17
SECTION 33.	TESTING OF AERIAL DEVICES	18
SECTION 34.	NOTICE OF CHARGES	18
SECTION 35.	EMPLOYEE ASSISTANCE PROGRAM	18
SECTION 36.	PROBATIONARY PERIOD	18
SECTION 37.	DRIVERS' LICENSES	19

SECTION 38. PHYSICAL EXAMINATION/DRUG & ALCOHOL SCREENING 19

SECTION 39. PHYSICAL FITNESS PROGRAM 20

SECTION 40. EMERGENCY RESPONSE VEHICLES 20

SECTION 41. DISABILITY LIMITED DUTY ASSIGNMENTS 20

SECTION 42. PERSONNEL FILES 21

SECTION 43. EMPLOYEE TRAINING REIMBURSEMENT PROGRAM 21

SECTION 44. AMERICANS WITH DISABILITIES ACT 22

SECTION 45. GRIEVANCE PROCEDURE 22

SECTION 46. NO WORK STOPPAGES 23

SECTION 47. LABOR-MANAGEMENT COMMITTEE 23

SECTION 48. NEGOTIATION RESPONSIBILITIES 24

SECTION 49. SEVERABILITY 24

SECTION 50. TERM 24

MEMORANDUM OF UNDERSTANDING BETWEEN

SAN FRANCISCO FIRE FIGHTERS UNION LOCAL 798, IAFF, AFL-CIO
AND
THE CITY AND COUNTY OF SAN FRANCISCO

This Memorandum of Understanding (hereinafter "MOU") constitutes a mutual agreement between the SAN FRANCISCO FIREFIGHTERS UNION LOCAL 798, IAFF, AFL-CIO, (hereinunder referred to as the "Union") and the CITY AND COUNTY OF SAN FRANCISCO (hereinunder referred to as the "City"), through its designated representatives acting on behalf of the MAYOR, the FIRE COMMISSION and the CHIEF OF DEPARTMENT, arrived at through good faith meeting and conferring pursuant to the MMBA and Charter §8.590.

SECTION 1. PREAMBLE
It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to contractually establish wages, hours, and other conditions of employment for members of the bargaining unit.

SECTION 2. RECOGNITION
The City recognizes the Union as the bargaining representative for all uniformed employees of the Fire Department below the rank of H-40 Battalion Chief.

SECTION 3. NO DISCRIMINATION
A. The City and the Union agree that no member shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, or sexual orientation, nor shall such a person be the subject of sexual or racial harassment.

This paragraph shall not be construed to restrict or proscribe voluntary affirmative action efforts by the Department; nor shall any rule, policy, procedure, order, action, determination or practice which pertains to the purpose, goals or requirements of a consent decree be restricted by the provisions of this paragraph.

B. This section is not intended to affect the right of a member to elect any applicable administrative remedy for discrimination proscribed herein; provided, however, the parties agree that a member may elect only one City administrative remedy, except as provided in E. below

C. Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown Act and Charter # 8.590-1 through 8.590-7.

D. A member who elects an administrative remedy other than the grievance procedure contained in this MOU for discrimination proscribed herein, and whose complaint is not resolved within thirty (30) days, shall have the right to seek relief in accord with the grievance procedure. In such instances, the member may initiate his/her grievance at Step III.

E. It is understood and agreed that any disciplinary action that may be initiated or result from the application or interpretation of these provisions shall not be subject to the grievance and arbitration provisions of Section 45 of this agreement.

SECTION 4. DEFINITIONS

City. The City and County of San Francisco.

Union. The San Francisco Fire Fighters Union Local 798, IAFF, AFL-CIO.

Commission. The Fire Commission of the City and County of San Francisco.

Day. Calendar day, unless otherwise specified.

Watch. 0800 to 2400 hours; or 0001 to 0800 hours.

Charter. The Charter of the City and County of San Francisco.

Immediate Supervisor. The individual who immediately assigns, reviews, or directs the work of a member.

Intermediate Supervisor. The next higher supervisor based on the organization pattern of the Department.

Member. A full-time firefighter, officer and chief officer within each classification listed in Section 2.

Member. Any individual in the bargaining unit as defined in Section 2.

Memorandum. This Memorandum of Understanding.

Shift. The period of time a member is scheduled to be on duty.

Working Conditions. Wages, hours, benefits and terms and conditions of employment, i.e., all matters within the scope of representation under the Meyers-Milias-Brown Act.

Department. The San Francisco Fire Department.

SECTION 5. UNION BUSINESS

A. A reasonable number of employees elected or appointed to represent the Union shall be granted time to perform their union functions at Board and Commission meetings of the City and County of San Francisco, committees established pursuant to this Agreement or the orders of the Department, negotiations and activities relating to grievance administration without loss of pay or benefits. No member shall leave their duty or work station without specific prior approval of the Chief of the Department or authorized management official. Approval shall include consideration of the operating needs and work schedules of the Department or division to which the member is assigned.

B. A member may designate another member as provided in the Department Rules and Regulations to represent him/her in grievance or discipline meetings mutually scheduled with Department management and scheduled appeals hearings without loss of pay or benefits to the extent such representation occurs on regular scheduled time, and provided such use of on-duty time is reasonable.

SECTION 6. UNION SECURITY

A. Payroll Deductions. The Union shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this Section represented by the Union, a statement of the membership dues for members in each classification, and a list of members in said classifications who have signed authorizations for payroll dues deductions. Such list of represented classifications and statement of membership dues shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. The Controller shall make required membership dues payroll deductions for the Union as designated from the list submitted by the Union.

Effective the first complete pay period commencing after the effective date of this Agreement, and each pay period thereafter, the Controller shall make membership dues deductions, as appropriate, from the regular periodic payroll warrant of each Union member described above.

The Controller will promptly pay over to the Union all sums withheld for membership dues.

B. Maintenance of Membership. Employees covered by this MOU who have voluntarily joined the Union, and have authorized payroll deduction of dues, shall, for the administrative convenience of the parties, be permitted to revoke an authorization for the deduction of Union dues only during the month of May for any year. Any request for such revocation shall be delivered or mailed to the payroll office of the San Francisco Fire Department, 260 Golden Gate Ave., San Francisco, CA and a copy shall be mailed to the Office of the Controller, whose current address is 875 Stevenson Street, San Francisco CA 94103. The Fire Department shall deliver a copy of any revocation notice to the Union not later than July 1.

SECTION 7. MEDIA RELATIONS

Elected officers or appointed committee chairpersons shall be allowed to speak or comment to the media while on duty provided they change to civilian clothes and provided further, that they do not purport to represent the views of the Department. The Chief's office shall be informed in advance, whenever possible, of such contact with the media. No member shall leave their duty or work station without specific prior approval of the Chief of the Department or authorized management official. Approval shall include consideration of the operating needs and work schedules of the Department or division to which the member is assigned.

SECTION 8. BULLETIN BOARDS AND DISTRIBUTION OF MATERIALS

A. A reasonable amount of space on bulletin boards within Fire Department facilities shall be made available for the dissemination of Union literature. All literature shall be dated, shall be identified by affiliation and author, and shall be neatly displayed, and removed from said bulletin board when no longer timely. The Department agrees that Union literature shall not be removed from said bulletin boards without first consulting with the station steward or union officer to determine if the literature should remain for an additional period of time. The Department is authorized to remove any literature not posted within the specific limits of this Section upon notifying the affected Union representative.

B. Distribution of Union literature by any Union member shall be done so as not to interfere with or interrupt the performance of official Fire Department duties.

SECTION 9. SALARY

A. Effective July 1, 1996, a salary increase of two percent (2%) will be provided to members in all represented classifications.

B. Effective January 1, 1997, a salary increase of one and one-half percent (1.5%) will be provided to members in all represented classifications.

C. Effective July 1, 1997, a salary increase of two percent (2%) will be provided to members in all represented classifications.

D. Effective January 1, 1998, a salary increase of one and one-half percent (1.5%) will be provided to members in all represented classifications.

E. Effective July 1, 1998, a salary increase of two percent (2%) will be provided to members in all represented classifications.

F. Effective January 1, 1999, a salary increase of one and one-half percent (1.5%) will be provided to members in all represented classifications.

G. There shall be a new entry level step established. It shall be in addition to the existing four salary steps. It shall be paid at 75 percent of the third year H2 firefighter level salary until completion of the probationary period. Salary steps effective July 1, 1996 will be as follows:

Step 1:	$1,419
Step 2:	$1,717
Step 3:	$1,803
Step 4:	$1,893
Step 5:	$1,989

Advancement to step 2 shall be upon satisfactory completion of probationary period. Advancement to subsequent steps shall be upon completion of one year of service at that step. Salary adjustments shall be made shall effective the first full pay period following the effective date.

Section 9.1 PARITY

The parties agree that in the event any salary increase hereafter agreed to, granted or awarded to the members of the San Francisco Police Officers' Association that is not contained in this Memorandum of Understanding, that salary increase shall be automatically implemented for the members of the bargaining units represented by the Union so as to maintain parity with Q2 Police Officer. This section does not apply to the new entry level step described in section 9.

SECTION 10. RETIREMENT

City Pick Up Of Member Contributions. The City shall pay member contribution costs to the San Francisco Employee Retirement System as follows:

The City shall continue to pay the entire contribution to the San Francisco Employee Retirement System.

The aforesaid contributions shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits, or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefor.

The Mayor and Board of Supervisors agree to place a proposed amendment to the Charter on the ballot in the municipal election of November, 1996, and to support adoption thereof by the voters, permitting the City to either enroll all employees represented by the Union who were hired after November 2, 1976, as public safety members of the California Public Employees' Retirement

System under the two percent (2%) at age 50, one year final compensation formula, with credit towards benefits under that formula for all of the prior safety service of those employees with the City, or, in the alternative, to provide those employees with the same retirement benefit levels through the San Francisco City & County Employees' Retirement System.

The Mayor and the Board of Supervisors further agree that if the voters approve the proposed amendment, the City shall immediately take all actions necessary for provision of the two percent (2%) at age 50 formula to these employees.

This proposed Charter Amendment shall further apply to those employees who transferred to Charter Section 8.588 under the "buy out" provisions of Charter Section 8.585-14, provided those employees either repay the retirement system an amount equal to their "buy out" settlement plus plan interest and any other costs incurred by the City or have a commensurate actuarial reduction in their 2 percent at age 50 formula.

SECTION 10.1 SUPPLEMENTAL DISABILITY BENEFITS

Should the electors fail to pass the Charter Amendment described above, then:

Members who(1) are covered by Charter Section 8.588 (2) who receive an industrial disability retirement ("IDR") during the term of this MOU and (3) receive a WCAB award with a rating that is greater than 50 percent for said disability may receive supplemental disability payments in addition to their IDR.

When these supplemental disability payments are added to the IDR payments, they shall equal the amount which the IDR would be if at the time of retirement final compensation was multiplied by the percentage of permanent disability awarded by the WCAB, up to a maximum 90 percent, rather than 50 percent.
The supplemental disability benefits provided in this section will not be payable after the date upon which the member would have qualified for service retirement had the member lived and rendered service without interruption.

These supplemental disability benefits will not be paid by the retirement system. The City and the union will select insurance coverage outside the retirement system for these supplemental disability benefits. The City will pay 60 percent of the cost of these supplemental disability benefits and all members who are covered by Charter Section 8.588 shall pay 40 percent through payroll deductions.

The City shall determine the totoal contributions necessary to fund these benefits. These contributions shall be computed as a percentage of salary which will be sufficient to fund an amount necessary to fund the payment of these supplemental benefits to qualified members. The

Union members' 40% share shall be deducted from each payment of salary. Disabled members shall not acquire vested rights to these supplemental disability benefits. These supplemental benefits shall terminate on the expiration of this MOU, or if at any time, during the term of this MOU, for any reason, the Union members' suspend or stop their 40% share of funding for these supplemental disability benefits.

Any payments described above (IDR, workers compensation or supplemental disability benefits) shall be considered as credit which may be applied to satisfy any labor code benefits or pension provision in the Charter (other than medical treatment) whether they be payable to the member, his or her surviving spouse, dependents, or vendors.

The parties agree that this provision in no way alters the retirement allowances which will continue to be set and adjusted pursuant to Article VIII, Chapter five of the Charter. The parties agree that this agreement shall not be used as precedent in any legal or administrative proceeding.

The parties agree that if a court of final jurisdiction finds that changes to retirement allowances are not subject to approval by the voters in the matter entitled San Francisco Police Officers' Association, Local 911, Service Employees International Union, AFL-CIO V City and County of San Francisco; et al. Court of Appeal No. A063464, then this agreement shall be reopened to negotiation over changes to the formulas under which retirement allowances are set and adjusted for employees covered by this agreement.

SECTION 11. HOURS

A. Fire Suppression personnel shall work a 24-hour shift and a 48 hour average work week, on alternating three shift (A, B,C) work schedule, and a 21-day tour of duty. The fire suppression 24-hour shift shall commence at 0800 hours and continue through to 0800 hours the following day.

B. Fire Prevention personnel shall work a 10-hour shift and a 40-hour average work week. Except by consent of the individual, such personnel shall receive three (3) consecutive days off.

C. Fire Investigation personnel assigned to Fire Suppression shall work a 24-hour shift commencing at 1200 hours and continue through 1200 hours the following day. Fire Investigation personnel shall work a 48-hour average work week.

D. Bureau of Communication "team" personnel shall work a 24-hour shift commencing at 0800 and continue through 0800 the following day. They shall work a 42-hour week.

E. Uniformed and Administrative personnel shall work a 40-hour week. Daily work schedules to be set by the Bureau or Division Chief or Chief of Department

SECTION 12. OVERTIME COMPENSATION

Overtime shall be defined as hours worked in excess of the normal hours as set forth in Section 11. Overtime shall be calculated and paid on the basis of the total number of straight-time hours actually worked. For the purposes of this section, statutory holidays and pre-scheduled vacations shall be counted as hours worked. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

Any time worked under proper authorization or suffered to be worked by a member in excess of normal work hours on a regular work day or week shall be designated as overtime and shall be compensated at one and one half (1-1/2) times the base hourly rate.

In addition, when the Chief of the Department requires a member to return to work at a time other than the member's regularly scheduled shift, such mandatory work time shall be compensated as overtime.

The method of implementing overtime shall be in accordance with a procedure developed by the Fire Department and the Union. Said procedure shall provide a fair and equitable method for assigning overtime, so each member of the bargaining unit shall have as equal an opportunity as possible, taking into consideration operational needs, to be scheduled to work overtime.

SECTION 13. SENIORITY LIST

The Fire Department shall maintain and post semi-annually a current seniority list.

SECTION 14. DEFINITION OF SENIORITY

Departmental seniority shall be determined by continuous service in the Fire Department calculated from the date of employment in a uniformed rank in the department. Seniority in rank shall be calculated from date of appointment to the rank. Continuous service shall be broken only by resignation, discharge or retirement. This section is not intended to change the current rules of the San Francisco Fire Deparartment regarding the rules of seniority.

SECTION 15. ASSIGNMENTS AND TRANSFERS

Assignments and transfers shall be made pursuant to the provisions of Article No. 39, Rule 3958 of the Rules and Regulations of the Fire Department.

SECTION 16. VACATION LEAVE

A. Vacation leave shall be provided as set forth in Charter Section 8.440.

B. The parties shall develop and implement a vacation selection procedure following the execution of this Memorandum. The method of selection shall be by seniority on the basis of rank.

SECTION 17. HOLIDAYS

The following Holidays are those which shall be recognized and observed:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Except for members assigned to 48 hour week schedules, three (3) floating holidays per fiscal year to be taken with approval of the appointing officer.
- Except for members assigned to 24-hour shift schedules, three (3) floating holidays per fiscal year to be taken with approval of the appointing officer.

Except for the three (3) floating holidays, compensation for said holidays shall be made on the basis of time and one-half pursuant to Charter Section 8.452.

Eligible members of the bargaining unit who are unable to take a floating holiday due to disability during the current fiscal year may convert the floating holiday at straight time to time-coming.

SECTION 18. COMPENSATORY TIME ("TIME COMING")

The maximum amount of accumulated compensatory time ("time coming") shall be 480 hours. Members who currently have an accumulation of compensatory time in excess of 480 hours shall either use that excess time by July 1, 1996 or be compensated in pay for such excess hours at that time.

SECTION 19. STAFFING

Deployment of all personnel shall be at the discretion of the Chief of Department, subject to the following minimum qualifications:

(a) Engines - All fire engines shall be regularly and routinely staffed with one (1) officer and three (3) firefighters. At 0800 hours and 0001 hours, all fire engines shall be staffed with one officer and three firefighters.

(b) Rescue Squads - All rescue squads shall be regularly and routinely staffed with one (1) officer and three (3) firefighters. At 0800 and 0001 hours, all rescue squads shall be staffed with one (1) officer and three (3) firefighters.

(c) Trucks - All trucks shall be regularly and routinely staffed with one (1) officer and four (4) firefighters. Any truck with an inoperative aerial ladder shall be regularly and routinely staffed with one (1) officer and five (5) firefighters for the period of time that the aerial ladder is inoperative, or until such time as the truck with the inoperative aerial ladder is replaced with a truck with an operative aerial ladder. At 0800 and 0001 hours, all trucks shall be staffed with one (1) officer and four (4) firefighters, and any truck with an inoperative aerial ladder shall be staffed with one (1) officer and five (5) firefighters.

(d) Chief's Aide - The Chief of Department shall be assigned a Chief's Aide from 0800 to 2400 hours and from 0001 to 0800 hours each day.

(e) Firefighting Battalions - Each Battalion shall have one (1) Battalion Chief and one (1) Chief's Aide on duty from 0800 to 2400 hours and from 0001 to 0800 hours each day.

SECTION 20. SHIFT EXCHANGE

A member of the bargaining unit may exchange his or her tour of duty with another member in accordance with the Fire Department Rules and Regulations, provided the exchange results in no net increase in cost to the City.

SECTION 21. WORKING OUT OF CLASSIFICATION

A member required to accept responsibilities and carry out the duties of a position or rank above that which he or she normally holds shall be paid at the rate for that position or rank while assigned for a minimum of one full watch. For the purposes of this section, one full watch shall be defined as that portion of a 24-hour shift from 0800 hours to 2400 hours or 0001 hours to 0800 hours. The provisions of this section shall apply only to positions which are normally scheduled perform duties on a 24-hour shift schedule. If disabled while working at a higher classification as described above, the member shall receive disability benefits at the level attached to the rank at which the member was assigned at the time of such disability.

Notwithstanding the above, a member assigned to the Bureau of Fire Prevention and/or Bureau of Fire Investigation who is required to perform the function of a higher rank shall be paid at the rate of that position or rank if assigned for more than two weeks due to an absence caused by sickness or disability.

SECTION 22. EDUCATIONAL INCENTIVES

Educational incentive premiums are intended to encourage individual development through a comprehensive educational program. In furtherance thereof, there shall be established premium pay following completion of probation in the designated rank for appointed Officers, Inspectors and Investigators who have obtained an Associate of Arts or Associate of Science degree in Fire Science or Fire Science Technology or a Certificate of Achievement in such courses in the event an AA or AS degree has been earned in another course subject, a Bachelor of Arts or Bachelor of Science degree in a field determined to be relevant to the fire service, or a Certificate from the State Fire Marshall's course as follows:

(a) Appointed Captains and Lieutenants who become Certified Fire Officer or who qualify under this Section will receive biweekly:

Training Captains (H-39)	$31.50
Captains (H-30)	$26.50
Training Lieutenants (H-28, H-29)	$26.50
Lieutenants (H-20)	$24.00

(b) Appointed Fire Prevention Inspectors and Officers who become a certified Fire Prevention Officer 3 or who qualify under this Section will receive biweekly:

Captain BFP&I (H-32)	$29.50
Lieutenants BFP&I (H-22)	$26.50
Inspectors BFP&I (H-4)	$24.50

(c) Appointed Fire Investigators and Fire Investigation Officers who become a Certified Fire Investigator 2 or who qualify under this Section will receive biweekly:

Lieutenant BFP&I	$26.50
Investigators BFP&I	$24.50

To be eligible for such premium payments, a member will be required to obtain the appropriate certificate from the state Fire Marshall's courses. Members who qualify for educational incentive pay shall receive payments at the rate attached to their permanent Civil Service Rank.

The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such payments be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

SECTION 23. HAZARDOUS MATERIALS PAY

Members who are qualified Hazardous Materials (HAZ MAT) Technicians, shall receive $26.50 achievement pay premium, payable biweekly, following completion of probation in the designated rank.

The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such payments be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

SECTION 24. EMERGENCY MEDICAL TECHNICIAN PAY

Each Engine Company and Rescue Squad shall be regularly staffed with one Emergency Medical Technician (EMT) during each watch. Assignment pay for such EMTs shall be $36.00 per bi-weekly pay period.

Except as provided in Section 26 (Staff Duty Assignment Pay) of this Agreement, Educational Incentive pay for all other qualified EMTs in the rank of Firefighters (H-2), Chief's Aide (H-10), Lieutenant (H-20) and Captain (H-30) shall be $18.00 per bi-weekly pay period. A qualified EMT temporarily assigned to carry out the duties of the regularly assigned EMT for a minimum of one full watch shall receive the difference between the Educational Incentive pay of $18.00 per bi-weekly pay period and the assignment pay of $36.00 pay per bi-weekly pay period prorated for each watch so assigned.

Each Engine Company and Rescue Squad shall regularly staff with one Emergency Medical Technician (EMT) during each watch. Assignment pay for such EMTs shall be 5 percent of base pay when performing such work. Such pay shall only be paid to members who are actually assigned to and performing the EMT function.

In the event EMTs are assigned to Truck companies, those EMTs shall receive the same assignment pay as is received by EMTS assigned to Engine Companies and Rescue Squads.

If a regularly assigned EMT is unavailable for duty, temporary assignments shall be made in conformity with the procedures specified in Appendix A of this agreement.

The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such payments be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

However, if disabled while performing the duties of the assignments as described above, the member shall receive disability benefits at the rate of pay which the member was assigned at the time of such disability.

SECTION 25. APPARATUS ASSIGNMENTS

Employees assigned to the performance of the duties of apparatus operator (pump operator, aerial truck operator, tiller operator, Rescue Squad driver, Bureau of Equipment driver, Service Squad driver and Airport apparatus driver) shall receive assignment pay of 5 percent (5%) of their base pay for performing such work. Apparatus assignment pay shall only be paid to members actually assigned to and performing their function.

The above designated positions currently assigned shall continue following execution of this Agreement. Vacancies in such assignments shall be filled in accordance with practices in effect at the time of the execution of this Agreement.

If a regular apparatus operator as described above is unavailable for duty, relief apparatus operators (RAOs) shall be assigned on a daily basis and paid pro-rata assignment pay for each full watch so assigned in conformity with the procedures specified in Appendix A of this agreement.

Qualifications shall be established through methods and procedures determined by Fire Department administration.

The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such payments be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

However, if disabled while performing the duties of the assignments as described above, the member shall receive disability benefits at the rate of pay at which the member was assigned at the time of such disability.

SECTION 26. STAFF DUTY ASSIGNMENT PAY

Effective July 1, 1996, staff duty assignment biweekly pay shall be as follows:

Captains	$211
Lieutenants	$184
Firefighters	$159

A. Effective July 1, 1996, staff duty assignment pay shall increase two percent (2%).

B. Effective January 1, 1997, staff duty assignment pay shall increase one and one-half percent (1.5%).

C. Effective July 1, 1997, staff duty assignment pay shall increase two percent (2%).

D. Effective January 1, 1998, staff duty assignment pay shall increase one and one-half percent (1.5%).

E. Effective July 1, 1998, staff duty assignment pay shall increase two percent (2%).

F. Effective January 1, 1999, staff duty assignment pay shall increase one and one-half percent (1.5%).

Members eligible for Staff duty assignment pay shall be eligible to receive only the educational premium for his/her designated rank as set forth in Section 22 of this Agreement. Members eligible for staff duty assignment pay shall not be eligible to receive Hazardous Materials pay, as set forth in Section 23 of this agreement.

Members who are assigned to positions or functions which require staffing seven days a week shall not be eligible to receive staff assignment pay; however, such members shall be eligible to receive holiday pay in the same manner as members assigned to 24-hour shift schedules.

The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

SECTION 27. PYRAMIDING OF PREMIUM PAYMENTS

Except as specifically provided in this Agreement, there shall be no pyramiding or stacking of premium payments. In the event more than one premium payment has been earned (Educational Incentive, EMT Incentive and HAZ MAT Achievement), the highest premium payment shall be paid.

SECTION 28. MATERNITY/ PATERNITY LEAVE

A. Maternity and paternity leave is the right of every member in accordance with Civil Service Commission Rules.

B. The starting date for maternity leave is a decision of the member and her doctor.

C. The return date from maternity leave is a decision of the member and her doctor.

D. The member has the right to include vacation time in maternity leave (sick leave) and/or child care leave.

E. In accordance with current Civil Service Commission Rules, members who have completed the probationary period and who have one (1) or more years of continuous service in any status may be granted up to one (1) year of child care leave when becoming a parent of a newly born child or legally adopted child up to the age of five (5) years. Such leave may be in addition to sick leave. Requests for child care leave are subject to the approval of the Department. Denial of child care leave is appealable under the grievance procedure contained in this MOU.

F. When the member returns to work from maternity/child care leave, she/he will be reinstated in her/his original assignment.

SECTION 29. HEALTH AND DENTAL INSURANCE

A. Health Coverage: The City shall continue to provide contributions for health benefits as may be available through the Health Service System for members at the rate of $197.00 per month or at the rate set as presently prescribed in Charter Section 8.423 through 8.428; whichever is greater, provided however that any increase to employee premium coverage above such rate shall be increased in order to maintain the current level of premium coverage.

B. Dependent Health Coverage: The City shall continue to contribute $225.00 per month towards members dependent health coverage.

The aforesaid contributions shall be paid to the City Health Services System, not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits, or retirement contributions;

nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

C. Dental Coverage: The City shall continue to provide dental benefits at the existing level.
D. Members shall be permitted to choose which available City plan they wish to participate in.

E. The kinds of benefits made available by the City to the domestic partners of other City employees shall simultaneously be made available to the domestic partners of members of the Department.

F. Hepatitis B. Vaccine. The City shall provide, at its cost, Hepatitis B vaccine immunization for members whose health plans do not provide the benefit.

G. Annual Tuberculosis Screening. The City will provide, at its cost, voluntary annual tuberculosis screening for members.

SECTION 29.1 VESTED SICK LEAVE

For the time period between July 1, 1993 and ending June 30, 1996, members shall receive vested sick leave accumulation for each fiscal year according to the following formula:

0 sick days used/per year = 75% of 13 days (9.75 days)
1-4 sick days used/per year = 50% of remaining days
5-6 sick days used/per year = 25% of remaining days

The maximum ceiling for the accumulation of sick leave days shall be 130 days. Any vested sick leave earned under this section will be used last. This section will apply only to those members who actually worked for the department during this time period and who are covered by the terms of this contract.

SECTION 30. UNIFORMS

All uniforms required of employees in the performance of their duties shall be furnished without cost to the employees by the employer. The employees shall maintain their uniforms in serviceable condition.

SECTION 31. RULES AND REGULATIONS

A. The Union agrees that its members shall be subject to all Civil Service and Fire Department Rules and Regulations, and to all General Orders of the Fire Department, including

those relating to conduct and work performance in effect on the date of this Agreement and which are otherwise consistent with this Agreement.

B. The Fire Department shall name three (3) representatives and the Union shall name three (3) representatives to sit as a committee to recommend updating or revisions of the Fire Department Rules and Regulations.

C. The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules and are otherwise consistent with this agreement shall continue to apply to employees covered by this contract. No matter set forth in the Civil Service Rules shall be subject to the grievance procedure. Changes to the Civil Service Rules may be proposed during the terms of this contract subject to meet and confer as appropriate. Changes to the Civil Service Rules shall not be subject to arbitration.

SECTION 32. SAFETY AND HEALTH

(a) The City shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing, hearing protectors and other protective equipment such as personal alarm devices, or personal flotation devices, necessary to preserve and protect the safety and health of fire fighters.

(b) All protective clothing and equipment referred to in section (a) above shall meet the CAL-OSHA safety standards, whether existing or promulgated during the term of this Agreement.

(c) The Fire Department agrees to provide Hepatitis-B vaccine to all personnel who so request. Whenever possible the Department will reduce the risk of on-the-job exposure to viruses that cause Hepatitis B and Aids.

The City further agrees that at the option of the fire fighter, additional immunization will be provided for: (1) tetanus-diphtheria; (2) rubella; (3) measles; (4) polio; (5) influenza.

In the event an employee has a health plan made available through the City, and such plan provides for immunizations at no cost to the employee, such plan shall be utilized to fulfill the provisions of this paragraph.

There is hereby created an SFFD Joint Labor-Management Health and Safety Committee consisting of six (6) members, three (3) appointed by the Chief of Department and three (3) appointed by the Union.

The Committee shall be charged with the responsibility of reviewing topics pertinent to the Fire Department, including, but not limited to: (1) AIDS in the workplace; (2) Diesel emissions

exposure in fire stations; (3) Asbestos exposure and removal; (4) Hearing loss and hearing protection.

The Health and Safety Committee shall also make recommendations to the Chief of Department to the Union, and through the Chief of Department to the Fire Commission, for the correction of hazardous conditions or unsafe work methods.

SECTION 33. TESTING OF AERIAL DEVICES

The City agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices using NFPA 1914 Testing Fire Department Aerial Devices, 1988 Edition, recommended or equivalent test procedures by an independent testing company other than the original manufacturer prior to the acceptance of a new aerial apparatus and at least once every year thereafter. Copy of the test results shall be supplied to each member of the Safety and Health Committee and to the Union.

SECTION 34. NOTICE OF CHARGES

All members of the bargaining unit shall be notified within a reasonable time after they have been charged with any offense or complaint and further notified within a reasonable time after the investigation or disciplinary process has been concluded. For the purpose of this Section, "charged" means any charge before a court or administrative tribunal that comes to the attention of the Fire Department or City management.

SECTION 35. EMPLOYEE ASSISTANCE PROGRAM

The City and the Union hereby agree to continue the current Stress Unit program which consists of the Stress Unit Committee and the Stress Unit counselors. The Stress Unit Program will be continued throughout the life of this Agreement unless the parties agree to an alternative program.

SECTION 36. PROBATIONARY PERIOD

The probationary period for newly hired employees shall be twelve (12) months from the date of completion of the initial Fire College training. Such probationary members who are assigned limited duty positions due to illness, injury, or for other reason which would prohibit them from successfully completing their probationary assignments shall be assigned limited duty only by consent of the Chief of Department. Such limited duty assignments for probationary members shall extend the duration of their probation by the duration of time they were assigned limited duty.

The probationary period for members being promoted to a higher rank shall be six (6) months of actual service from the date of appointment to that rank.

A member's probationary period will not expire before a mandatory physical examination, including screening for drugs and alcohol, is satisfactorily completed.

This section does not apply to provisional or exempt appointments.

SECTION 37. DRIVERS' LICENSES

Effective July 1, 1992, all regularly assigned members of engine and truck companies and Rescue and Service Squads shall be required to possess, at a minimum, a "Restricted Class B Firefighter" driver's license. Members assigned to the Bureau of Equipment shall be required to possess a Class A license. All other qualified drivers, including officers, aides, inspectors, investigators and firefighters who may be assigned, detailed or required to drive Department vehicles shall be required to possess, at a minimum, a valid Class C license.

An employee who does not possess the appropriate driver's license shall be assigned to non-driving duties at the discretion of the Department.

SECTION 38. PHYSICAL EXAMINATION/DRUG & ALCOHOL SCREENING

Mandatory physical examinations shall include the submission of a urine specimen for routine analysis and screening for the presence of drugs or alcohol. A mandatory physical examination shall be conducted under the following circumstances:

- There is reasonable suspicion that a member is under the influence of drugs or alcohol while on duty.
- Prior to promotion from a certified eligible list, or to an exempt position, or to a non-civil service position.
- Before expiration of a member's probation period, whether from initial appointment or promotion.
- Prior to and upon return from leaves of absence with or without salary in excess of 30 calendar days.
- When a pattern of sick leave develops which indicates a reasonable suspicion of substance abuse.

SECTION 39. PHYSICAL FITNESS PROGRAM

The Joint Labor/Management Physical Fitness Committee consisting of four (4) members, two (2) appointed by the Chief of Department and two (2) appointed by the Union shall develop a physical fitness program for the Department to improve the health and fitness of members and reduce injuries.

The Committee shall recommend procedures to the Chief of Department, to the Union and, through the Chief of Department, to the Fire Commission for determining eligibility of members to participate in the program, and a method for evaluating participants.

SECTION 40. EMERGENCY RESPONSE VEHICLES

With prior written permission of the Chief of Department, designated Fire Emergency Response Personnel shall be entitled to use City owned and/or leased vehicles for transportation to and from the employee's place of residence. The use of said vehicles shall be subject to such restrictions and regulations imposed by the Chief of Department and the Fire Commission.

SECTION 41. DISABILITY LIMITED DUTY ASSIGNMENTS

Employees covered under this agreement who are absent from work due to work-related disability may be required by the City to perform other duties ("limited duty") in the Fire Department compatible with the employee's disability. Releases to limited duty will be approved by the Department physician after consideration of the medical opinions of the treating physician and/or the retirement board physician. In the event of a disagreement between the employee, the retirement board and/or any of the physicians, the issue of limited duty will be decided by an independent hearing officer (Charter §8.518). Limited duty may include clerical and administration. Nothing in this section shall preclude the employee's rights under the Worker's Compensation process.

Short-term Limited Duty shall be for up to 8 months duration. Long-term Limited Duty shall be in excess of 8 months.

Members who are capable of being rehabilitated to return to full firefighting duties and members who qualify for service retirement shall be eligible for assignments designated as Short-term Limited Duty.

A Long-term Limited Duty assignment will not be made for a member who has filed for retirement and has 25 years of service and has reached age 50 except when the member requests and qualifies for a long term Limited Duty assignment.

Limited duty will not be offered as a punitive measure, a deterrent to retirement for industrial disability when qualified for service retirement, or withheld on an arbitrary basis for those qualified to fill designated limited duty assignments.

SECTION 42. PERSONNEL FILES

A. The Department shall maintain personnel files for each member. Members or their authorized representatives have the right to examine the contents of their master personnel files maintained by the Deputy Chief, Administration during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in the members' master personnel files without the members' noting so on the face of the document. Members may cause to be placed in their master personnel files responses to adverse material inserted therein and a reasonable amount of correspondence as determined by the Deputy Chief, Administration originating from other sources directly related to their job performance, may be placed in members' master personnel files.

B. Only persons authorized by the Deputy Chief, Administration may review a member's master personnel file.

C. Formal reprimands without further penalty more than two (2) years old, and those with additional penalty more than five (5) years old, will not be considered for purposes of promotion, transfer or special assignments. All members shall have the right to review their master personnel file and identify all such documents. Upon concurrence of the Deputy Chief, Administration that such documents have been appropriately identified, they will be placed in an envelope, sealed and initialed by the member. The envelope will be placed in the member's personnel file and will be opened only in the event that the member is in the future subject to discipline or access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.

SECTION 43. EMPLOYEE TRAINING REIMBURSEMENT PROGRAM

Subject to available monies, and as permitted by Civil Service Commission Rule 28, a member may submit for tuition reimbursement for up to five hundred dollars ($500.00) during each fiscal year.

At the discretion of the Chief, the City may provide non-mandatory courses and training that will further career development of members. Unless otherwise determined by the Chief, members choosing voluntarily to participate in these non-mandatory courses or training do so at their own expense and without compensation.

SECTION 44. AMERICANS WITH DISABILITIES ACT

The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the American with Disabilities Act and further agree that this Memorandum will not be interpreted, administered or applied in any manner which is inconsistent with said Act. The City reserves the right to make reasonable accommodations to comply therewith.

SECTION 45. GRIEVANCE PROCEDURE

A. Grievances or disputes regarding the application or interpretation of this Agreement or relating to working conditions arising out of this Agreement, including the arbitrability thereof, but excepting matters set forth in Charter Section 8.590-5(g)(3) and questions concerning the arbitrability of such matters, shall be settled in the following manner:

Step I. Where a member of the bargaining unit initiates the grievance, the member shall, in the presence of a representative of the Union, submit the grievance in writing to the member's immediate supervisor. The supervisor shall attempt to adjust the grievance at the time and render a written decision within three (3) calendar days.

Step II. If a grievance initiated by either a member of the bargaining unit or the Union is not settled at Step I, the grievance shall be submitted to the Chief of Department, who shall render a written non-binding decision within five (5) calendar days after the receipt of the grievance.

Step III. If the grievance is not settled at Step II, the grievance, and all relevant materials, shall be submitted to the Director, Employee Relations. The Director, Employee Relations shall have twelve (12) calendar days after receipt of the grievance to review and seek resolution. If the Director, Employee Relations is unable to informally resolve the grievance to the mutual satisfaction of the parties in the time prescribed, the grievance may, at the request of either the Union or the City, be submitted to arbitration upon notice to the Chief of Department and the Director, Employee Relations.

Step IV. Arbitration. In the event the Union and the City cannot agree on an arbitrator, an impartial arbitrator shall be selected from a panel of seven (7) qualified and experienced labor arbitrators supplied by the State Conciliation Service upon the request of either party. The parties shall within five (5) calendar days of receipt of the panel, make a selection of an arbitrator by alternately deleting names from such a list until only one (1) name remains. If that person cannot serve, or parties agree not to use that person's services, the parties shall obtain a new list and start the selection over. The first party to delete a name shall be determined by lot. The decision of the arbitrator will be final and binding upon both parties. The hearing shall be conducted in accordance with California Code of Civil Procedure, Sections 1280, *et seq.*

B. The Arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.

C. Notwithstanding any other provisions of this MOU, disciplinary or punitive actions described in Charter Section 8.343 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.

D. An Arbitrator selected pursuant to this Agreement shall have no power or authority to alter or supersede the Charter, the Civil Service Commission rules, the Administrative Code or the Federal Consent Decree. Any decision or award shall be invalid if it conflicts with any of said provisions and those provisions shall prevail.

E. An Arbitrator's decision or award shall be invalid to the extent that it orders or requires any legislative act by any Board, Commission, or official except as may pertain to back pay awards.

F. The parties shall share the jointly-incurred costs of the arbitration proceedings.

G. Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute.

H. Nothing herein shall restrict the right of the City or the Department to initiate grievances under this Agreement. In such instance, only Step III shall be applicable prior to the determination to proceed to arbitration.

SECTION 46. NO WORK STOPPAGES

It is mutually agreed and understood that during the period this Agreement is in force and effect, the Union and its members will not authorize or engage in any strike as defined by Charter Section 8.346(A), slowdown, or work stoppage against the City and County of San Francisco, and agrees to encourage members to work voluntary overtime to alleviate any personnel shortage caused by the Employer's inability to hire new employees.

SECTION 47. LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of three (3) Fire Fighters Union representatives and three (3) Fire Department representatives. The Committee shall meet regularly at reasonable times to discuss all matters of mutual concern. The Committee shall have the authority to make recommendations to the Fire Fighters Union and the Fire Department, and through the Chief of Department, to the Fire Commission.

SECTION 48. NEGOTIATION RESPONSIBILITIES

Nothing contained herein shall be so construed as to prohibit negotiations mutually agreed to by the parties.

SECTION 49. SEVERABILITY

Should any provision of this Memorandum or the application of such provision to any person or circumstances, be held invalid, the remainder of this Agreement or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

SECTION 50. TERM

This Agreement shall remain in full force and effect from July 1, 1995, to and including June 30, 1999.

The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

The parties agree to exchange proposals for a new agreement 180 days prior to the termination of this Agreement: to select a mediator-arbitrator pursuant to the provisions of Charter Section 8.590 no later than 150 days, to begin mediation and or arbitration proceedings no later than 60 days prior to the termination of this Agreement; and to complete all phases of the Arbitration proceedings no later than 30 days after the termination of this Agreement. It is further agreed that any arbitration award shall issue no later than 60 days after the termination of this Agreement.

DATED: _____1995

FOR THE CITY AND COUNTY OF SAN FRANCISCO

Frank M. Jordan, Mayor

Wendell L. Pryor, Director
Department of Human Resources

Alice Villagomez,
Deputy Director, ERD

James Olson, Deputy Chief, Operations
San Francisco Fire Department

John A. Ertola, President
San Francisco Fire Commission

APPROVED AS TO FORM:
CITY ATTORNEY

Deputy City Attorney

FOR SAN FRANCISCO FIREFIGHTERS UNION LOCAL 798, IAFF, AFL-CIO

James T. Ferguson, President

Lonnie Magnusen, Vice President

James M. Ahern, Secretary

APPENDIX A

ASSIGNMENT OF APPARATUS OPERATORS, EMERGENCY MEDICAL TECHNICIANS AND ASSOCIATED RELIEF PERSONNEL

1. Assignment to permanent vacancies in designated Apparatus Operator and EMT positions will be in accordance with §3958 of the Rules and Regulations. Personnel holding permanent assignment to these positions will keep the position, providing they remain qualified and subject to the provisions of §3958 of the Rules and Regulations.

2. Short term vacancies, sixty (60) days or less, will be filled on a daily basis by a qualified person in the following order:

a. Assigned members in the company by seniority.

b. Assigned members in the station by seniority.

c. Vacation relief or detailed members by seniority.

NOTE: Vacation relief personnel will not be assigned to an Apparatus Operator or EMT position if there is a qualified permanent member in the company or station willing to be temporarily assigned to the position.

3. Long term vacancies, more than sixty (60) days, will be temporarily filled, until the position is advertised and permanently filled, by a qualified person in the following order:

a. Assigned members in the company as designated by the Captain of the company, with due regard for seniority.

b. Assigned members in the station as designated by the Captain of the company, with due regard for seniority.

c. Vacation relief personnel will be assigned to the position by the Bureau of Personnel, with due regard for seniority.

NOTE: Vacation relief personnel will not be assigned to an Apparatus Operator or EMT position if there is a permanent qualified member in the company or station willing to be temporarily assigned to the position.

4. In no case may a person own two positions.

5. Temporary reassignments may not be made of personnel occupying a similar assignment in the same or another company.

APPENDIX B

TIME-COMING

1. In order to provide consistent staffing throughout each tour of duty, all time-coming, except as specified in paragraphs 2 and 3, will be granted in increments of twenty-four (24) hours, sixteen (16) hours (0800-2400), or eight (8) hours (2400-0800). In this way, members who use compensatory time-coming can be replaced and proper staffing levels maintained.

2. Time-coming may be granted by the Battalion Chief of the District, in increments of six (6) hours to those members who obtain their own replacement personnel. Replacement personnel shall be of the same rank and/or assignment as the requesting member. Requests must be submitted to the Battalion Chief of the member's District at least five (5) days in advance. Completed requests will be forwarded to the Bureau of Personnel, for recording, by the Battalion Chief.

3. Time-coming will be granted for attendance at approved courses as designated in Section 22 of this agreement

   a. Openings resulting from time-coming requests granted for four (4) hours or less will not be filled.

   b. Openings resulting from time-coming requests granted for more than four (4) hours will be filled. Members will be responsible for obtaining the replacement personnel. Replacement personnel shall be of the same rank and/or assignment as the requesting member.

Requests must be submitted to the Battalion Chief of the Member's District at least five (5) days in advance. Completed requests will be forwarded to the Bureau of Personnel, for recording, by the Battalion Chief.

4. Request for the use of time-coming outlined in paragraph 1 shall be submitted to the Bureau of Personnel at least ten (10) days prior to the date requested.

TIME-COMING

5. The use of six (6) hours or more of time-coming will be counted as a full trade pursuant to the Trade Rule - Procedure Guide Section 3959. No more than two (2) trades or two (2) uses of time-coming (six (6) hours or more) are allowed in one pay period.

6. There will be no time-coming requests taken over the phone by the Bureau of Personnel.

7. Exchange of time-coming will only be allowed between members of the same rank and/or assignment.

EMERGENCY TIME-COMING

1. Emergency use of time-coming may be granted to officers and members of fire suppression companies by the on-duty battalion chief. Firefighters shall request such use through their company officer. Members must be present and on-duty at the time they request emergency use of time-coming.

During regular office hours, the granting officer shall verify with the Bureau of Personnel that the member has sufficient time accumulated to satisfy the request. If emergency compensatory time is requested and granted after normal Bureau of Personnel office hours, the granting Chief Officer shall verify and report the requesting member's time-coming balance by contacting the Bureau of Personnel (between 0700-0800 hours) prior to the completion of the Tour of Duty.

Form 418.2 shall be completed and signed by the granting officer, and submitted through channels to the Bureau of Personnel immediately after verification.

2. Emergency use of time-coming may be granted to Chief Officers and non-suppression members by their immediate superior. Verification and report requirements are the same as for members of fire suppression companies.

FILE NO. 93-95-51 ORDINANCE NO. 382-95

(Memorandum of Understanding)

ADOPTING AND IMPLEMENTING THE PROVISIONS OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO FIRE FIGHTERS UNION LOCAL 798, IAFF, AFL-CIO FOR BARGAINING UNIT 2 AND THE CITY AND COUNTY OF SAN FRANCISCO FOR THE PERIOD JULY 1, 1995 THROUGH JUNE 30, 1999.

Be it ordained by the People of the City and County of San Francisco.

Section 1. The Board of Supervisors hereby implements the provisions within its charter authority of the Memorandum of Understanding between the Fire Fighters Union Local 798, IAFF, AFL-CIO and the City and County of San Francisco for bargaining unit 2, to be effective July 1, 1995 through June 30, 1999. The provisions so implemented are on file in the office of the Board of Supervisors.

APPROVED AS TO FORM

LOUISE H. RENNE
CITY ATTORNEY

Julia A. Clayton
DEPUTY CITY ATTORNEY
SUPERVISOR SHELLEY

BOARD OF SUPERVISORS

Board of Supervisors, San Francisco

Passed for Second Reading	$	Finally Passed
	$	
December 4, 1995	$	December 11, 1995
	$	
Ayes: Supervisors Alioto Amaiano	$	Ayes: Supervisors Alioto Amaiano
Bierman Hallinan Hsieh Kaufman	$	Bierman Hallinan Hsieh Kaufman
Leal Migden Shelley Teng	$	Leal Migden Shelley Teng
	$	
Absent: Supervisor Kennedy	$	Absent: Supervisor Kennedy

I hereby certify that the foregoing ordinance was finally passed by the Board of Supervisors of the City and County of San Francisco.

John L. Taylor
Clerk

File No. 93-95-51

DEC 14 1995
Date Approved

Frank M. Jordan
Mayor

FILE NO. 91-95-91.1 ORDINANCE NO. 247-96

(Memorandum of Understanding)

AMENDING ORDINANCE NO. 382-95 TO IMPLEMENT THE PROVISIONS OF AMENDMENT NUMBER 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO FIRE FIGHTERS UNION LOCAL 798, IAFF, AFL-CIO FOR BARGAINING UNIT 2 AND THE CITY AND COUNTY OF SAN FRANCISCO TO BE EFFECTIVE FROM THE DATE OF FINAL BOARD APPROVAL THROUGH JUNE 30, 1999.

Be it ordained by the People of the City and County of San Francisco.

Section 1. The Board of Supervisors hereby implements the provisions of Amendment Number 1 to the Memorandum of Understanding between the Fire Fighters Union Local 798, IAFF, AFL-CIO and the City and County of San Francisco for bargaining unit 2, to be effective from the date of final Board approval through June 30, 1999. The provisions no amended and implemented are on file in the office of the Board of Supervisors.

APPROVED AS TO FORM

LOUISE H. RENNE
CITY ATTORNEY

DEPUTY CITY ATTORNEY
Supervisor Shelley
BOARD OF SUPERVISORS

cc

SAN FRANCISCO
DEPT. OF HUMAN RESOURCES
LABOR RELATIONS DIV.
96 JUN 20 PM 4:07

4/5 to [illegible]

Board of Supervisors, San Francisco

Passed for Second Reading	Finally Passed
June 10, 1996	June 17, 1996
Ayes: Supervisors Alioto Ammiano Brown Hsieh Kaufman Leal Shelley Teng Yaki	Ayes: Supervisors Alioto Ammiano Bierman Brown Hsieh Katz Kaufman Leal Shelley Yaki
Absent: Supervisors Bierman Katz	Absent: Supervisor Teng

I hereby certify that the foregoing ordinance was finally passed by the Board of Supervisors of the City and County of San Francisco

Clerk

File No. 91-95-91.1

JUN 19 1996
Date Approved

Mayor

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO FIREFIGHTERS' UNION LOCAL 798
UNIT 2

The parties agree to amend the provisions of Section 29.C to state as follows:

The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules and are otherwise consistent with this agreement shall continue to apply to employees covered by this contract. No matter set forth in the Civil Service Rules shall be subject to the grievance procedure. Changes to the Civil Service Rules may be proposed during the term of this contract subject to meet and confer as appropriate. Negotiation and arbitration of disputes regarding proposals for changes to the Civil Service Rules shall be subject to the limitations set forth in Charter Section 8.590-1 et seq. The parties agree that the Civil Service Commission retains sole authority to interpret and administer all Civil Service Rules.

James M. Ahern, ~~Secretary~~ President
San Francisco Fire Fighters, Local 798

Wendell L. Pryor, Director
Department of Human Resources

APPROVED AS TO FORM

LOUISE H. RENNE
City Attorney

Deputy City Attorney

FILE NO. 93-95-51.2 ORDINANCE NO. 248-96

(Memorandum of Understanding)

AMENDING ORDINANCE NO. 302-95 TO CORRECT CLERICAL ERRORS BY ADOPTING AND IMPLEMENTING THE PROVISIONS OF AMENDMENT NUMBER 2 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO FIRE FIGHTERS UNION LOCAL 798, IAFF, AFL-CIO FOR BARGAINING UNIT 2 AND THE CITY AND COUNTY OF SAN FRANCISCO TO BE EFFECTIVE JULY 1, 1995 THROUGH JUNE 30, 1999.

Be it ordained by the People of the City and County of San Francisco.

Section 1. The Board of Supervisors hereby implements the provisions of Amendment Number 2 to the Memorandum of Understanding between the Fire Fighters Union Local 798, IAFF, AFL-CIO and the City and County of San Francisco for bargaining unit 2, to correct clerical errors to be effective July 1, 1995 through June 30, 1999. The provisions so amended and implemented are on file in the office of the Board of Supervisors.

APPROVED AS TO FORM

LOUISE H. RENNE
CITY ATTORNEY

DEPUTY CITY ATTORNEY

Supervisor Shelley
BOARD OF SUPERVISORS

SAN FRANCISCO
DEPT. OF HUMAN RESOURCES
EMPLOYEE RELATIONS DIV.

96 JUN 20 PM 4:07

Board of Supervisors, San Francisco

Passed for Second Reading	$	Finally Passed
	$	
June 10, 1996	$	June 17, 1996
	$	
Ayes: Supervisors Alioto Ammiano Brown Hsieh Kaufman Leal Shelley Teng Yaki	$	Ayes: Supervisors Alioto Ammiano Bierman Brown Hsieh Katz Kaufman Leal Shelley Yaki
	$	
Absent: Supervisors Bierman Katz	$	Absent: Supervisor Teng

I hereby certify that the foregoing ordinance was finally passed by the Board of Supervisors of the City and County of San Francisco

Clerk

File No. 93-95-51.2

JUN 19 1996
Date Approved

Mayor